

2977

No. 15167

United States  
Court of Appeals

for the Ninth Circuit

*See Vol. 2976*

NATIONAL LABOR RELATIONS BOARD,  
Petitioner,

vs.

LOCAL No. 1400, UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS OF  
AMERICA, AFL-CIO, and LOS ANGELES  
COUNTY DISTRICT COUNCIL OF CAR-  
PENTERS, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMER-  
ICA, AFL-CIO and LOCAL 1046 UNITED  
BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO and  
SAN BERNARDINO AND RIVERSIDE  
COUNTIES DISTRICT COUNCIL OF  
CARPENTERS, Respondents.

Transcript of Record

In Two Volumes

VOLUME II.

(Pages 449 to 846, inclusive)

Petition For Enforcement of an Order of the  
National Labor Relations Board

FILED

DEC 28 1956



No. 15167

---

United States  
Court of Appeals  
for the Ninth Circuit

---

NATIONAL LABOR RELATIONS BOARD,  
Petitioner,  
vs.

LOCAL No. 1400, UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS OF  
AMERICA, AFL-CIO, and LOS ANGELES  
COUNTY DISTRICT COUNCIL OF CAR-  
PENTERS, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMER-  
ICA, AFL-CIO and LOCAL 1046 UNITED  
BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO and  
SAN BERNARDINO AND RIVERSIDE  
COUNTIES DISTRICT COUNCIL OF  
CARPENTERS, Respondents.

---

Transcript of Record

In Two Volumes  
VOLUME II.

(Pages 449 to 846, inclusive)

---

Petition For Enforcement of an Order of the  
National Labor Relations Board

---



(Testimony of Albert Wayne.)

Q. Do you know whether Pardee Construction Company No. 2 engaged in any construction work during 1953?

A. They were in the process of completing one job under contract that I know of. Actually, to expand on that, there is one job I am thinking of in addition. They were contractors on several other tracts, too, so they had a fee on some other tracts so I would say, actually, there would be more than one job.

Q. Now, did you see that Pardee Construction Company No. 2 completed a contract in 1953?

A. That is correct.

Q. Had they been in business prior to 1953?

A. To the best of my knowledge, they had been.

Q. Do you know whether Pardee Construction Company No. 2 was established after the death of Mr. George M. Pardee, Sr.? [335]

A. That is correct.

Q. When was the death of George M. Pardee, Sr.?

A. To the best of my knowledge, I think it was June 6, 1952.

Q. Now, do you know what Francisco Park in Las Vegas is?      A. Yes, I do.

Q. Tell us what it is.

A. Francisco Park is a fictitious name of a tract that has been developed in the City of Las Vegas, Nevada.

Q. By whom was it developed?

(Testimony of Albert Wayne.)

A. Well, if I understand your question correctly, do you mean who owns it?

Q. That is about it.

A. The Pardee-Phillips of Las Vegas.

Q. And who constructed it?

A. The Pardee Construction Company of Las Vegas.

Q. And do you know the cost of the construction of Francisco Park?

A. Well, I have the figure here that represents the construction cost of the dwellings themselves up to the end of June of 1954.

Is that the figure you want?

Q. Just one minute. Yes, will you give us that figure, please?

A. The figure I have is two million——

Mr. Nicoson: Just a minute. I want to object to this testimony first upon the grounds there is no proper foundation [336] having been laid. Two, hearsay, not the best evidence, not binding upon respondents.

Trial Examiner: Overruled.

Mr. Nicoson: May our objection run to this entire line of questions?

Trial Examiner: Yes. The objection is overruled.

Q. (By Mr. Heimann): Give us the figure, please.      A. Yes, \$2,042,189.22.

Q. Do you know when the construction of the dwellings at Francisco Park was started?

A. As I recall, they were commenced in, I think, October of 1953.

(Testimony of Albert Wayne.)

Trial Examiner: Was that project completed?

The Witness: Yes, sir, it's complete at this date.

Q. (By Mr. Heimann): Was it completed in June of '54? A. No, not in June, '54.

Q. You gave us the figure up to June, '54?

A. Yes. Actually, we have considered the project complete as of the end of June. For all purposes necessary, it was completed at the end of June.

Q. Now, do you know what College Park No. 1 and College Park No. 2 is? A. Yes, sir, I do.

Q. Tell us what it is or what they are.

A. College Park is a fictitious name for a housing [337] development in the City of North Las Vegas, Nevada.

Q. And who owns, are these housing developments both of them owned by the same party?

A. I'm sorry, I don't understand.

Trial Examiner: Who owns them?

The Witness: The owner of College Park North is Pardee-Phillips of Nevada.

Trial Examiner: Who owns the other ones?

Q. (By Mr. Heimann): Isn't that College Park No. 1 and College Park No. 2?

A. College Park Tract No. 1 and No. 2 is owned by the Pardee-Phillips of Nevada and referred to as College Park North.

Q. I see. By whom were the buildings constructed?

A. Pardee Construction Company of Las Vegas.

Q. Is the project complete?

A. To the best of my knowledge, no, it is not.

(Testimony of Albert Wayne.)

Q. Do you have the figure of the construction cost of the dwellings at College Park North?

A. Yes, I have.

Q. Would you indicate for what period that is?

Mr. Nicoson: Same objection, same reason.

Trial Examiner: Overruled.

Mr. Nicoson: May my objection run to the entire line of questions?

Trial Examiner: Yes. Objection overruled. [338]

\* \* \* \* \*

The Witness: It's from the inception of construction to about August 15, 1954.

Trial Examiner: Let's have the date when it was started. You said the inception. That is approximately when?

The Witness: I'm afraid I can't indicate the month. I know sometime in the early part of this year. I'm sorry, I can't recall the month. We have so many.

Q. (By Mr. Heimann): The early part of this year?      A. Yes.

Q. The figures extend to when?

A. Recently, August 15 we prepared the cost report.

Q. And what is that figure?      A. \$846,395.16.

Q. Now, of the figure that you gave us for three million seven hundred and ten thousand and some more which represents the construction cost by Pardee Construction Company as you indicated, do you know approximately how much of that figure was expended for lumber?

\* \* \* \* \*

(Testimony of Albert Wayne.)

The Witness: No. [339]

\* \* \* \* \*

Trial Examiner: Those figures that you gave us, that is the lump sum including material and labor?

The Witness: That's right, sir.

Q. (By Mr. Heimann): That is for the construction of buildings, is it?

A. Well, houses, yes, sir.

Q. Houses, residence houses?

A. That is correct.

Q. Do you know approximately what part of the total construction cost of the houses is for lumber?

Mr. Nicoson: I have to object. May he answer that yes or no?

Trial Examiner: Yes or no.

The Witness: No, not offhand.

Q. (By Mr. Heimann): You don't have any, you don't even know approximately what part?

A. No.

Mr. Nicoson: Objected to as leading the witness improperly. He says he don't know.

Trial Examiner: Overruled.

Mr. Heimann: The answer is no.

Trial Examiner: He hasn't got those figures with him.

The Witness: That's correct. [340]

\* \* \* \* \*

## PROCEEDINGS

Trial Examiner Miller: The hearing will be in order.

Let the record show that the Trial Examiner now presiding is Maurice M. Miller. I have been designated to continue the hearing in this matter in Cases No. 21-CB-548 and 21-CB-600 by the Associate Chief Trial Examiner in San Francisco pursuant to the authority delegated to him under Section 102.34 of the Rules and Regulations in view of the unavailability of Trial Examiner Myers. [348]

\* \* \* \* \*

### FRANK E. BOYCE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Heimann): What is your name?

A. Frank E. Boyce, B-o-y-c-e.

Q. Your address, Mr. Boyce?

A. 1714 South Grand Boulevard, San Fernando, California.

Q. What is your occupation, Mr. Boyce?

A. Labor relations director.

Q. For and by whom are you employed?

A. Associated General Contractors.

Q. And how long have you functioned in that capacity?

A. I have been employed by the Association since 1942. [370]

Q. And what was your position in '42?

A. Assistant labor relations director.

(Testimony of Frank E. Boyce.)

Q. When did you become labor relations director?  
A. I'm not so sure of the year.

Q. Approximately?

A. Approximately '47, I believe.

Q. All right. And would you tell us in brief what your functions are as labor relations director for the AGC and what they were as assistant labor relations director for that organization?

A. Yes. My functions were to take the agreement after it had been completely negotiated and administer it according to its paragraphs and so forth. If the contractor has, may have difficulties, they call into the office to check to see what the agreement said for proper interpretations. That is mainly the functions.

Q. Have you had any part in the negotiation of agreements?

A. I have never had any part of the negotiations until this year, that I ever took any part in the negotiations.

Q. Prior to this year have you attended the negotiations of the contract?

A. Yes. [371]

\* \* \* \* \*

Q. Have you attended the bulk of the negotiation meetings every year since you have become labor relations director?

A. I think so, I think that is right.

\* \* \* \* \*

Mr. Heimann: I think the question is clear since I asked if he attended the bulk of the negotiation

(Testimony of Frank E. Boyce.)

meetings every year by which I meant did you attend every year the bulk of the negotiation meetings? [372]

The Witness: I would have to answer that in this way, that I did attend some of the meetings of the negotiations every year.

Q. (By Mr. Heimann): All right. Was that true also in your position as assistant labor relations director?      A. Yes.

Q. Now, has the AGC issued in past years booklets containing copies of the contracts which had been reached or concluded between the AGC and various labor organizations?      A. Yes. [373]

\* \* \* \* \*

Q. (By Mr. Heimann): Did the AGC in 1946 issue a booklet containing its labor contract with various building and construction trades unions?

A. It has every year. I would say, yes, it has every year. \* \* \* \* \* [379]

Q. (By Mr. Heimann): In following that suggestion, I show the witness a document which has previously been marked as G.C. No. 3 for identification and I ask him if he can tell us what that is.

A. Well, I believe it is the 1953 agreement which we put out.

Trial Examiner: When you say the 1953 agreement, do you mean an agreement fully executed in 1953 or the agreement put out by AGC as the agreement in effect in 1953? I mean is that agreement which came into existence in 1953 or an agree-

(Testimony of Frank E. Boyce.)

ment which whenever it came into existence was used in 1953, that is what I'm trying to get at.

The Witness: I don't know. I'd have to do a little studying on it.

Trial Examiner: I assume from your general demeanor [405] and your previous responses that the physical object which now confronts you is one with which you are familiar in your capacity as labor relations director of AGC, I mean you have seen either this particular document or one closely resembling it before?

The Witness: That's right.

Trial Examiner: Very well. Now, on the basis of your familiarity with this document, or other purported copies of it, I will ask you whether this document or, rather, the purported agreement contained in it, came into existence in its entirety for the first time in 1953 so far as you know or whether it was in existence so far as you know and being observed on the jobs of member contractors prior to 1953?

The Witness: This, I couldn't answer until I checked in my own office. I think the statement would be right.

Trial Examiner: Which statement?

The Witness: That this is the agreement of 1953.

Trial Examiner: This is the agreement that was put out by AGC as——

The Witness: As of June 1, 1953. [406]

\* \* \* \* \*

WILLIAM E. COOMBS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

\* \* \* \* \*

Q. (By Mr. Heimann): State your full name.

A. William E. Coombs.

Q. And your address?

A. My business address is 449 South Beaudry, B-e-a-u-d-r-y, Los Angeles.

Q. What is your occupation?

A. I am controller of Ford J. Twaits Company.

Q. How long have you been the controller of that company? [415]

A. Since March of 1952.

\* \* \* \* \*

Q. Would you tell us in brief what your function is as controller?

A. General controller, chief financial officer, has charge of control of the funds and accounting and tax matters, that general type of thing. Usually, also, combines the function of office manager, as mine did.

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Coombs, do you know whether Ford J. Twaits Company is a member of the Associated General Contractors?

A. Yes.

Q. Is the answer yes that they are a member?

A. Yes, they are a member of the Associated General Contractors.

(Testimony of William E. Coombs.)

Q. Do you know whether in 1953 and in 1954 the Ford J. [416] Twaits Company was a signatory to a collective bargaining agreement between the Associated General Contractors and various building and construction labor organizations?

\* \* \* \* \*

A. I'm not going to answer that yes or no because I don't have any, I don't know of my own knowledge. I have never seen the actual signatures although it is my understanding that is the case, that we are signatories.

Mr. Nicoson: I move to strike out what his understanding is.

Trial Examiner: I will permit the counsel for General Counsel to proceed to lay a basis for the witness' understanding and later will rule on it.

Q. (By Mr. Heimann): Will you tell us what the basis of this understanding is?

A. I'm normally included in the general discussions of company policy and company activity. In those discussions, the company is regularly referred to as a signatory to that agreement. Labor relations as such are not a portion of my function but, naturally, I have to know in some respect the contracts to which the company is a party.

Q. Was it mentioned in those discussions that you referred [417] to whether or not Ford J. Twaits Company operated under that contract?

A. That is definitely the case. It was mentioned and we did so operate.

Mr. Nicoson: I move to strike out the last por-

(Testimony of William E. Coombs.)

tion of the testimony "we did so operate" as not being responsive to the question.

Trial Examiner: Motion to strike denied.

Q. (By Mr. Heimann): Now, Mr. Coombs, did Ford J. Twaits Company during the last two years perform construction work in the vicinity of Twenty-Nine Palms Artillery Range?

Mr. Nicoson: First, I want to object on the ground immaterial, irrelevant, incomplete and, second, I want to object to it on the grounds there is no foundation having been laid as to his having any knowledge of any construction work of this company except in a general financial way and, secondly, the question calls for hearsay, at least, on the state of the present posture of the witness' testimony.

Trial Examiner: I'm going to ask you to lay the foundation first, Mr. Heimann.

Mr. Heimann: All right.

Q. (By Mr. Heimann): Mr. Coombs, do contracts that are awarded to Ford J. Twaits Company come in your possession and to your knowledge?      A. Yes. [418]

Mr. Nicoson: Pardon me, I move to strike the answer for the purpose of interposing an objection. The objection is it assumes a fact not in evidence that contracts come into existence at Ford J. Twaits Company, or whatever the company is.

Trial Examiner: The motion to strike denied.

Q. (By Mr. Heimann): Do you have or have you had in your possession a contract regarding

(Testimony of William E. Coombs.)

the construction at an Artillery Range in the vicinity of Twenty-Nine Palms?

A. Yes, I have such contracts in my possession.

Q. Were those contracts awarded to Ford J. Twaits Company either in whole or in part?

Mr. Nicoson: Objected to as not the best evidence. The contract speaks for itself if there is such a contract. He *he* has it.

Trial Examiner: Objection overruled.

The Witness: Will you repeat the question, please?

Q. (By Mr. Heimann): Were those contracts or this contract, whatever it is, awarded to the Ford J. Twaits Company either in whole or in part?

A. As a member of a joint venture, it was awarded. The contract, to expand that a little bit, the contracts of which I testified a moment ago were contracts awarded by the United States Navy to a joint venture consisting of Ford J. Twaits Company, Morrison-Knudsen Company, Inc., and Macco Corporation [419] as joint ventures.

\* \* \* \* \*

Mr. Nicoson: I'm perfectly willing to have you assume such control and I ask you to do so and I want this witness admonished that he answer the question and avoid giving voluntary informative things which go beyond the scope of the question.

I move to strike the answer as being volunteered [420] testimony on the part of this witness with respect to this question and if I have made any

(Testimony of William E. Coombs.)

error, I think if you have the record read back to you, you will find what this witness is testifying to is not in response to the question. He asked a very simple question whether or not this company was in whole or in part a contractor. That question simply could have been answered yes or no. He didn't stop there, he goes into a big long array of information which the question does not call for.

Trial Examiner: Just a minute, Mr. Nicoson. Technically, you are absolutely correct. The witness' answer did include material above and beyond the bare answer to the question asked but the material offered was not a digression. It was germane. It is relevant to the general line of inquiry.

I can see no useful purpose to be served in this proceeding when that is the case by the presentation for strict enforcement of this rule with respect to responsive answers.

Technically, you are correct. The question went beyond a responsive answer but when the material added by the witness is germane and would have conceivably been elicited in the logical order of proof by a following question, I see no reason to strike on that ground.

I think that merely elaborates the record unnecessarily and I intend to follow that principle in future rulings on [421] objections based on alleged unresponsive character of the answer. If the volunteered material is actually a digression, I will entertain a motion to strike on that ground. [422]

\* \* \* \* \*

(Testimony of William E. Coombs.)

Q. (By Mr. Heimann): Mr. Coombs, did the joint venture have a sponsoring partner or a sponsor? [423]

A. Yes.

Mr. Nicoson: I object to that on the ground it calls for a conclusion, legal conclusion of the witness. He is asking first if a joint venture and now is asking if it had a sponsor. If those things are in writing, I will also object to it on the grounds it is not the best evidence. He has testified he has the contract, has the contract in his possession. Now, why doesn't he——

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Coombs, did the joint venture have [424] a sponsor or a sponsoring partner? A. Yes.

Mr. Nicoson: Objected to on the grounds——

Trial Examiner: I have the objection in mind. For the record, the objection is overruled.

Q. (By Mr. Heimann): Will you repeat your answer? A. Yes.

Q. Was it a sponsor or sponsoring partner or what is the expression?

Mr. Nicoson: Same objection.

Trial Examiner: Overruled.

The Witness: The term is "sponsor."

Q. (By Mr. Heimann): Who was the sponsor in that joint venture?

A. Ford J. Twaits Company.

Mr. Nicoson: Objection. May I have an objection to all of this, your Honor?

(Testimony of William E. Coombs.)

Trial Examiner: You may have a continuing objection.

Mr. Nicoson: On the same grounds.

Trial Examiner: On the same grounds. The objection is overruled.

Q. (By Mr. Heimann): Would you tell us what the sponsorship involved?

A. The sponsor of the joint venture is roughly comparable to a managing partner in that the sponsor is responsible for [425] the direct management of the contract job.

Q. How many contracts were awarded by the Navy to this joint venture regarding construction at the Artillery Range at Twenty-Nine Palms?

A. Six.

Mr. Nicoson: I have to object, no foundation having been laid as to his knowledge about this. Further, on the grounds, immaterial, irrelevant and incompetent, further, calls for evidence of the contract which is the best evidence.

Trial Examiner: Overruled. [426]

\* \* \* \* \*

Q. (By Mr. Heimann): Before I ask you to consult the contracts, Mr. Coombs, I ask if you have any records showing [427] the amounts involved in these contracts, either the exact or approximate amount.

A. I have before me a financial statement prepared under my supervision which shows the earned revenues at March 31, 1954, at which time the contracts were substantially completed.

(Testimony of William E. Coombs.)

Q. All right. Would you tell us first when the performance of these contracts started, approximately?

\* \* \* \* \*

The Witness: The first of the six contracts is dated April 15, 1952, and operations under that contract were started within a few days after that date.

Q. (By Mr. Heimann): Would you tell us what the financial statement that you have just referred to shows as the net revenues by March 31, 1954, from these contracts?

Mr. Nicoson: Objected to on the grounds it is obviously not the best evidence. He has a financial statement right there in front of him and there is no reason, at least, yet [428] advanced why that statement can't be put into the evidence.

Trial Examiner: Overruled.

The Witness: The total revenue as of March 31, 1954, for the six contracts is shown on the financial statement as \$12,894,880.00.

\* \* \* \* \*

Q. (By Mr. Heimann): You stated before, if I remember correctly and correct me if I'm wrong, that these contracts were substantially completed on March 31, 1954?

A. Substantially so, yes.

Q. Do you know which, if any, of the contracts was not completed?

A. Contract No. NOy 74048 was still not completed at that time, at that date.

(Testimony of William E. Coombs.)

Q. Does your financial statement show the amount of revenue that derives from that contract?

A. As of that date, there was \$1,223,746.00 earned revenue from that contract. According to the financial statement.

Q. Now, this one million and two hundred and some thousand dollars, does that constitute revenue from operations of that contract that were actually completed?      A. That is correct. [429]

Q. Now, Mr. Coombs, are you familiar with the nature of the work that was done at this Artillery Range pursuant to these contracts?

A. In a general way, yes.

Q. Would you tell us the basis on which you are familiar with that?

A. In the first place, I made numerous trips to the job. In the second place, I had to be familiar with at least the various buildings and structures that were being erected so that I could make an intelligent inspection of the records.

Q. Would you tell us what the nature of that work was that was performed at Twenty-Nine Palms?

A. It was the construction of a more or less complete military camp with barracks and mess halls, bachelor officers' quarters, administration building, warehouses, two chapels, a theater, the usual roads and utilities and electrical installations that go with that type of installation.

Q. Do you know for whom this military camp was constructed?

(Testimony of William E. Coombs.)

A. The contract was with the United States Navy and the——

Q. When you say the contract was “with the United States Navy,” does that mean that it was awarded by the United States Navy?

A. That is correct.

Q. I see. Go ahead, please.

A. The title of the contract is Construction of Training [430] Facilities for Marine Corps Artillery Training. The last time I was on the job, there were about 10,000 Marines there so I take it that it was for the Marine Corps.

Q. When you read the title of that contract, that was the title of one contract?

A. That was the title of the contract which we were talking about a few moments ago and which Mr. Nicoson inspected.

Q. Would you tell us the titles of the other contracts? A. Yes. One at a time.

Trial Examiner: Do you wish to inspect them as the witness refers to them?

Mr. Nicoson: Just so I’m sure that my record is being made properly, I understand my objection which I made a while ago is running to all this examination?

Trial Examiner: Which one?

Mr. Nicoson: That it is incompetent, irrelevant, immaterial, is not the best evidence, is hearsay, no proper foundations have been laid for any of this testimony. I thought we had an understanding on that a while ago.

(Testimony of William E. Coombs.)

Trial Examiner: We had had an understanding as to a continuing objection to another line which was terminated. I will for the sake of the record note the objection from this point forward and overrule the objection. Go ahead.

The Witness: I have here another document entitled Duplicate Original Contract No y 74122. The title of that contract—— [431]

Q. (By Mr. Heimann): For the record, would you indicate so we get the nomenclature right, I believe the “N” and “O” are capitals and the “y” is a small letter, is that right?

A. That is correct.

\* \* \* \* \*

A. The title I just referred to NO y 1722, additional buildings, Third Increment, Marine Corps Training Center, Twenty-Nine Palms, California.

Shall I continue reading until I’m through?

Q. Yes.

A. I have another contract document entitled Duplicate Original, Contract No. NO y 74076. The title to that is Additional Buildings, Second Increment at the Marine Corps Training Center, Twenty-Nine Palms, California. [432]

I also have another contract document entitled Duplicate Original, Contract No. NO y 74038. The title of this contract is Nonpotable Water Distribution System and Potable Water Storage at the Marine Corps Artillery Range Training Facilities, Twenty-Nine Palms Area, California.

Original Duplicate, Contract No. NO y 74037,

(Testimony of William E. Coombs.)

Main Electric Substation Construction of Training Facilities at Marine Corps Artillery Training, Twenty-Nine Palms Area, California.

Another Duplicate Original, Contract No. NO y 74048, Additional Buildings and Construction of Training Facilities for Marine Corps Artillery Training at Twenty-Nine Palms Area, California.

I believe that is all six of them. [433]

\* \* \* \* \*

Trial Examiner: Just a minute. In effect, you are doing something more than making your suggestion. As I understand, you are asking for a statement from the General Counsel as to the theory upon which he believes this line of inquiry as to this witness and possibly other similar testimony from other witnesses may be relevant?

Mr. Garrett: I think Pardee Construction may belong to an employers organization but it is my best information they don't belong to the same employers organization that the witness' firm does.

Mr. Heimann: That is correct. I will state that for the record. [435]

Mr. Garrett: Well, now, that is correct? [436]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Coombs, I believe you indicated and correct me if I'm wrong, that you at various times performed, observed the performance of the work at Twenty-Nine Palms?

A. That's correct. [449]

Q. On the basis of this observation and on the basis of your knowledge gleaned as the controller

(Testimony of William E. Coombs.)

of Ford J. Twaits Company, do you know whether the work was performed by the joint venture pursuant and in adherence to the master labor agreement between the AGC and various building and construction trades unions?

\* \* \* \* \*

The Witness: Yes. [450]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Coombs, on what is your knowledge based?

A. My knowledge of the method of operation, or the knowledge of operation under the master labor agreement?

Trial Examiner: Your knowledge as to the manner and extent of operation under the master labor agreement, as I understood it.

Mr. Heimann: That's right.

The Witness: We are provided by the company with copies of the master labor agreement and it is part of my job to see that, at least, insofar as hiring and firing practices are concerned, that those, and, also, pay schedules, that the master labor agreement is followed and so, in the course of doing my job, I have to refer constantly to that agreement.

Q. (By Mr. Heimann): Did you see to it, then, that in the performance of the work out at Twenty-Nine Palms, the master labor agreement was followed in the respects that you indicate?

Mr. Nicoson: I object to that on the grounds, obviously, incompetent, irrelevant to any issues be-

(Testimony of William E. Coombs.)

fore you now. I'm willing to concede a twilight zone in which he may inquire with respect to the operation of this company on the jurisdictional company but, I'm certainly not willing to concede that he has a right to inquire into the application of that contract and, [451] thereby, reveal possible unfair labor practices which are not in the charge.

There is no charge here that Ford J. Twaits, Morrison-Knudsen, or any people he has talked about being in a joint venture engaged in any unfair labor practice. Certainly, we are expanding this inquiry to needless extent when we go try to find out what other people have done. It isn't—

Trial Examiner: Just a minute. We needn't have extended discussion. I apprehend the point.

Mr. Heimann: I'm not trying to uncover any unfair labor practices and, if I get, at least, if I get a positive answer, I will not pursue the point any further. I don't think I have to go further.

Trial Examiner: Objection overruled.

\* \* \* \* \*

The Witness: If I understand the question correctly, the answer would be yes.

Q. (By Mr. Heimann): To make sure that you understand the question correctly, would you indicate what your "yes" indicates?

A. It was my job to see that the master labor agreement was [452] followed insofar as hiring and discharge practices and pay scales were concerned. In discharge of those duties I called on the job quite regularly and examined the records of

(Testimony of William E. Coombs.)

what had been done and discussed the practices and procedures with personnel on the job.

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Coombs, do you know whether the Ford J. Twaits Company either by itself or as a part of a partnership or joint venture has been performing any work outside the State of California within the last two or three years?

A. It has been performing such work.

Q. Did it perform such work by itself or as part of a [453] partnership or joint venture?

A. As a part of a joint venture.

Q. Tell us who the other parties to the joint venture were.

A. One other party, Morrison-Knudsen Company, Inc.

Q. Is the same Morrison-Knudsen Company, Inc., the one that participated in the work at Twenty-Nine Palms?      A. Yes.

Q. And where was the work performed?

A. At Nellis Airforce Base near Las Vegas, Nevada.

Q. Was there a sponsor in that joint venture?

A. Yes.

Q. Who was the sponsor?

A. Ford J. Twaits Company.

Q. In the course of your duties did you gain knowledge of the amounts involved in the performance of that work, I'm referring to the revenues?

A. Yes.

(Testimony of William E. Coombs.)

Q. Either revenues or costs?      A. Yes.

Q. Do you know what the approximate amount was and indicate whether revenue or costs?

Mr. Nicoson: Objection on the grounds irrelevant, immaterial, incompetent. Objected to on the grounds it calls for a conclusion of the witness, objected to on the grounds it calls for hearsay and objected to on the grounds not the [454] best evidence.

Trial Examiner: Overruled.

The Witness: The gross revenues from the joint venture contract at Las Vegas, the Nellis Airforce Base that I referred to, will run when the job is completed between ten and eleven million dollars.

Q. (By Mr. Heimann): Do you know the approximate time when work was begun at the Nellis——

\* \* \* \* \*

A. Approximately June 1, 1953.

Q. And is there presently an estimate when that work is to be completed?

A. It is substantially complete now.

Q. And will you tell us what the work consisted of or consists of?

A. Within the bounds of security, yes. It is a job that is confidential. However, I can say that it was principally for ordnance storage structures.

Trial Examiner: Was the other party to the contract the [455] government agency?

The Witness: Yes, sir.

Trial Examiner: Which one?

(Testimony of William E. Coombs.)

The Witness: U. S. Engineers, Army Engineers.

Q. (By Mr. Heimann): When you say ordnance storage, does that refer to Army ordnance storage or is that not correct?

A. I take it that it would mean any kind of ammunition that comes under the classification of ordnance. [456]

\* \* \* \* \*

#### Cross Examination

Q. (By Mr. Nicoson): Mr. Coombs, I take it that the figures you have mentioned here this morning with respect to these various operations, costs, revenues and so forth are matters of record, you have records of them?      A. That is correct.

Q. And that those records are in your office?

A. For the most part, yes. Either there or on the job.

Q. And that your office is here in Los Angeles?

A. Yes.

Q. And, also, I take it that you have not been requested to bring those records here?

A. That is correct.

Mr. Nicoson: I think that is all the cross examination I have.

I now move to strike the entire testimony of this witness on the grounds that the testimony *is* indicated by the witness is hearsay, that his testimony is not of the best evidence as he has indicated by his testimony, that there are records in his possession and control which are capable of being produced which have not been requested, that his testi-

(Testimony of William E. Coombs.)

mony is incompetent, irrelevant and immaterial and highly prejudicial to the respondent unions in this proceeding.

Trial Examiner: Does that complete it?

Mr. Nicoson: That is complete. [462]

Trial Examiner: For the record the objection is overruled—motion to strike is denied. [463]

\* \* \* \* \*

### FRANK E. BOYCE

a witness called by and on behalf of the General Counsel, having been previously duly sworn, resumed the stand and testified further as follows:

#### Direct Examination—(Continued)

Q. (By Mr. Heimann): Mr. Boyce, have you brought with you again the document that has been marked G.C. 3, the document that has been marked G.C. 3 in this case? A. Yes.

Q. Will you tell us if that is a document you have used in 1954 in your capacity as labor relations director of the AGC? A. Yes.

Mr. Nicoson: Objected to as immaterial.

Trial Examiner: Pardon?

Mr. Nicoson: Objected to as immaterial.

Trial Examiner: Overruled. [466]

Mr. Nicoson: Whether he used it or not doesn't prove anything.

Trial Examiner: Overruled.

Q. (By Mr. Heimann): And will you tell us whether you used that document of which G.C. 3 for identification is a copy in your dealings with

(Testimony of Frank E. Boyce.)

employer members or, rather, members of AGC?

Mr. Nicoson: Same objection.

Trial Examiner: Overruled.

The Witness: Yes.

Q. (By Mr. Heimann): Would you tell us whether you used the document of which this is a copy in your dealings with various labor unions in the building and construction field?

Mr. Nicoson: Same objection.

Trial Examiner: Overruled.

The Witness: Yes.

Q. (By Mr. Heimann): When you used this document of which G.C. 3 for identification is a copy, were you under the impression that it constituted the then current contract between the AGC and various building and construction trades unions?

Mr. Nicoson: I object to what his impression was on the grounds it is immaterial, incompetent, and irrelevant.

Trial Examiner: Overruled.

The Witness: Yes. [467]

Q. (By Mr. Heimann): Did you convey that impression to the members of AGC that you were dealing with?

Mr. Nicoson: Same objection.

The Witness: Yes.

Trial Examiner: For the record, the objection is overruled.

\* \* \* \* \*

(Testimony of Frank E. Boyce.)

Q. (By Mr. Heimann): Did any of the members of AGC ever challenge your impression which you stated you conveyed to them that that document represented the then current contract between the AGC and various building and construction trades unions?

\* \* \* \* \*

Mr. Nicoson: I object to it on the ground first, it is incompetent and irrelevant and immaterial. Second, it calls [468] for hearsay answer, third, that it is compound; fourth, that it calls for conclusion of the witness; and fifth, it assumes facts not in evidence.

Trial Examiner: What fact not in evidence?

Mr. Nicoson: That he was ever consulted in a challenging manner.

Trial Examiner: Objection overruled.

\* \* \* \* \*

Q. Maybe you misunderstood my question. I will rephrase it.

Did any member of the AGC to whom you conveyed the impression that that was the then current contract between the AGC and the building and construction trades unions ever claim that this was not the then current contract?

Mr. Nicoson: Same objection.

Trial Examiner: Overruled.

The Witness: No.

Q. (By Mr. Heimann): Did any labor union to whom you [469] conveyed the impression that that was the then current contract between the

(Testimony of Frank E. Boyce.)

AGC and these unions claim that this was not the then current contract between the AGC and these unions?

Mr. Nicoson: I object to that on the same ground, immaterial, incompetent and irrelevant. Also assumes facts not in evidence. I don't believe he testified that he conveyed the impression to any labor unions. I think up to now that he had conveyed his impression that it was a contract to members of AGC but not to members of labor unions or has any question been propounded to this witness which indicates he ever had any request for impression from anybody from the labor unions.

Trial Examiner: I believe the record is complete in that respect. The objection is overruled.

\* \* \* \* \*

The Witness: No.

Q. (By Mr. Heimann): Did you use the document of which G.C. 3 for identification is a copy in your dealings with the Los Angeles District Council of Carpenters or any of its affiliated local unions? [470]

\* \* \* \* \*

Trial Examiner: Let's have a specification as to time.

Q. (By Mr. Heimann): My question relates to, let's say, the last half of 1953 and first two months of 1954.      \* \* \* \* \*

The Witness: Well, as far as using that, that covers a whole lot so I don't know how to answer the question.

(Testimony of Frank E. Boyce.)

Q. (By Mr. Heimann): Did you ever cite the contract during that period to any of these unions?

A. If you will ask me if I discussed it or something like that with those people, the answer would be yes, I have.

Q. Now, did any of these unions claim at that time or at those times that this document was not the contract that was then in effect between the AGC and these unions? A. No.

Mr. Nicoson: May I inquire when he says "these unions," he is talking about the Los Angeles District Council of Carpenters or its affiliated unions?

Trial Examiner: Yes.

Mr. Heimann: That's right. [471]

Q. (By Mr. Heimann): Did you during the same period of time discuss this document with the San Bernardino and Riverside Counties Council of Carpenters or any of its affiliated unions?

Trial Examiner: Speaking still of the last half of '53 and first two months of '54.

The Witness: I don't think that I did. [472]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Boyce, did any member of AGC or of BCA or any representative of any building or construction trades union which is listed in G.C. 3 for identification ever advance the contention to you in your capacity as labor relations director of AGC that the document of which G.C. 3 [473] for identification is a copy did not constitute the then current contract between AGC

(Testimony of Frank E. Boyce.)

and various building and construction trades unions, and my question relates to the same time as the previous few questions.

Mr. Nicoson: Object to the question on the grounds incompetent, irrelevant, immaterial, compound, lengthy, unintelligible, calls for a conclusion of the witness, legal conclusion of the witness which this witness has not shown any expert witness from which he may formulate an answer, also calls for hearsay not binding upon the parties in this proceeding.

Trial Examiner: Overruled.

\* \* \* \* \*

A. May I ask if I know the question? You asked me did anybody ever deny that this was not a part of the official agreement?

Trial Examiner: Did they ever deny or challenge that agreement?

The Witness: No, no.

Q. (By Mr. Heimann): Now, Mr. Boyce, as labor relations director of the AGC, have you had frequent occasion to use the document of which G.C. 3 is a copy and to discuss it with other interested persons during the same period? [474]

\* \* \* \* \*

The Witness: Yes, I have discussed the agreement with other people. [475]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Boyce, during that period, did you treat the document of which G.C. 3 is a copy as the then current contract between the

(Testimony of Frank E. Boyce.)

AGC and the building and construction trades unions?

Mr. Nicoson: I will have to make the same objection that I have been making to this line of testimony all the way through.

Trial Examiner: Overruled. [476]

\* \* \* \* \*

The Witness: I would have to answer the question this way, about the word "treat," it was the agreement that was being used at that time.

\* \* \* \* \*

#### Voir Dire Examination

Q. (By Mr. Garrett): These questions, Mr. Boyce, are all going to be concerning the looseleaf booklet here that has been marked G.C. 3 on the front page. [477]

\* \* \* \* \*

Q. It contains, it is a fact, is it not, that it contains no actual signatures, that is, written signatures for reproduction of written signatures?

A. That's right.

Q. Now, at the end of that text beginning on page numbered 1 which begins, "This agreement entered into this 3rd day of June, 1946," we find the end of that on Page 29, do you not?

A. Yes.

Q. Let's see, then, the *way* rate section comes in and wage rates for sub-trades come in. This document that we began to look at on page numbered 1, I can't find that it contains even any printed signatures, can you? A. No. [478]

\* \* \* \* \*

(Testimony of Frank E. Boyce.)

Q. (By Mr. Garrett): Is it not a fact, Mr. Boyce, that you know of your own knowledge that Pages 1 to 29 of G.C. 3 are not a true copy of any document that ever existed?

Mr. Heimann: Objected to as immaterial within view of the Trial Examiner's ruling and of the facts stated in my prior remarks.

Trial Examiner: Sustained as to voir dire only.

Mr. Garrett: May I offer to prove by this witness that if permitted to answer the question he will testify that pages [494] 1 to 29 of G.C. 3 are not a true copy of the purported agreement of June 3rd, 1946, or a substantial copy of that agreement, either, as originally made or thereafter amended.

Mr. Heimann: I will object to the acceptance of the offer.

Trial Examiner: The offer is rejected as to voir dire only. [495]

\* \* \* \* \*

Trial Examiner: Well, it was not my impression, whatever Mr. Heimann may have said in his most recent marks, it was not my impression that the offer was made of G.C. 3 as an offer of a copy of the 1946 agreement per se.

Mr. Heimann: Your impression is correct, may I say.

Trial Examiner: It was my impression that G.C. 3 was offered as a document which was identified by the witness as one identical in every re-

(Testimony of Frank E. Boyce.)

spect that he could discover with the document in his office.

Mr. Garrett: In that event, it has utterly no probative value on the question of what's in the 1946 agreement. After all, our fundamental question is what's in the 1946 agreement.

Trial Examiner: I understand that is respondent's [499] contention in this proceeding. Mr. Heimann is at liberty to make a different contention and if he does so, I will be compelled as the trier of fact to accept either his contention or yours.

\* \* \* \* \*

Q. (By Mr. Garrett): Isn't it a fact that you do not know if Pages 1 to 42 are true copies except of the printed copy that you have in your office?

A. Yes. [504]

\* \* \* \* \*

Q. Now, will you go to the back of the book and look over [509] all the yellow pages contained there under the heading "Statewide Pipeline Agreement," Page No. 1 to 15, inclusive, followed by a yellow page marked 1. Will you look over those yellow pages? That would be the last 16 pages of the book.

I think you have testified that the AGC prepares this book from time to time from which G.C. 3 is a printed copy?

A. Yes.

Q. And I presume that the AGC which you represent uses the same plan and system in preparing all portions of the book, is that correct?

A. Yes.

(Testimony of Frank E. Boyce.)

Q. Now, referring to the white pages that I asked you to have in mind, have you ever seen the original of the purported agreement of 1946 which has been discussed here?

Mr. Heimann: May I have a standing objection to this line of questioning?

Trial Examiner: You have a standing objection to all portions of voir dire examination which relates to the 1946 agreement or alleged 1946 agreement.

Mr. Heimann: Thank you.

The Witness: Yes.

Q. (By Mr. Garrett): And when was that?

A. Well, in '46, I'm sure.

Q. Was the copy of the document you saw the original copy?      A. Yes. [510]

Q. And was it a typewritten document?

A. Mimeographed copy. Typewritten to start with, yes.

Q. And now, with respect to the typewritten copy which you saw, that was the original copy, was it not?      A. Yes.

Q. The first copy that was prepared and the one that you considered was the agreement was a document consisting of typewritten pages, right?

A. Right.

Q. And the document that stated at its beginning that it was an agreement made and executed on the 3rd day of June, 1946, correct?

A. I couldn't say.

Q. Well, you recall that it bore somewhere near

(Testimony of Frank E. Boyce.)

its heading—— A. That's right.

Q. ——a typewritten date and that that date was in 1946. You recall that, don't you?

A. Yes.

Q. And you recall that it contained the language that it would be binding upon such members of your association who signed the contract, is that not a fact, it referred to the contractors signatory thereto, didn't it? A. That's right.

Q. And it said that they, and they alone, members would be bound by the agreement were the ones who became signatories? [511]

A. Right.

Q. Isn't it a fact that that document, that typewritten document that you saw in 1946 which was the original agreement of 1946 didn't have any contractor signatures on it? A. Well——

Q. Just answer that question, isn't it a fact that that document, that original document, didn't have *anything* contractor signatures on it?

A. Yes.

Q. You mean by that answer that it didn't have any contractors' signatures on it, I presume, am I correct? A. You are right. [512]

\* \* \* \* \*

Q. (By Mr. Garrett): Isn't it a fact, Mr. Boyce, that you know that after that typewritten original was typed up and after that typewritten original was completed, that a photostat was made up by which the signatures of certain contractors were represented to be attached to that original agree-

(Testimony of Frank E. Boyce.)

ment of 1946, that those signatures, as a matter of fact, were photostated from the agreement executed in 1942, that is, that the photostats showed an agreement which was typed in 1946 but showed signatures on that agreement that were affixed to a document in 1942.

Will you state whether or not you know that to be a fact?

A. Well, may I say a few words before I answer the question?

Q. You can answer the question first and then explain your answer any way you want.

Trial Examiner: I think so.

The Witness: All right, the answer would be no.

Q. (By Mr. Garrett): Isn't it a fact that you, yourself, heard Mr. Shaw say that that was the way the photostat was made up, that they took the 1946 typewritten sheet and photostated on to it the 1942 signatures?

Mr. Heimann: I object to the question. That assumes facts not in evidence, indefinite as to time and place.

Trial Examiner: Sustained. [513]

\* \* \* \* \*

Q. (By Mr. Garrett): Well, as a matter of fact, a typewritten agreement prepared in 1946, that document wasn't sent around to various members for their signatures, was it?

A. '46 agreement?

Q. That's right.      A. I don't have to say.

Q. The agreement, the writing that was typed,

(Testimony of Frank E. Boyce.)

it was never sent around to any of your members for signature, was it? A. I think it was.

Q. You think it was? A. I think it was.

Q. Do you know? A. No, I don't.

Q. Isn't it a fact that you never saw any of your members or any contractors actually sign that agreement, isn't that a fact?

A. Well, I'd have to say, no, because during that time I must have seen one sign the agreement.

Q. You think you remember seeing some contractor sign on it but you can not remember the name of the contractor or the [514] firm that so signed, right? A. That's right.

Q. But you at that time were Mr. Shaw's assistant, correct?

A. No, I was assistant to Joe Christian at that time.

Q. Did Mr. Christian—well, yes, you were the assistant labor relations manager of AGC?

A. That's right.

Q. And the fact of the matter is, is it not, Mr. Boyce, that no copy of the 1946 original agreement bearing the signatures of any of your contractor members was ever delivered back to the labor unions by the AGC or by anyone else, as far as you know?

Mr. Heimann: Object to that question. Whether a signed copy was delivered to labor unions doesn't even have any bearing of whether the contract was executed. That is my objection in addition to my

(Testimony of Frank E. Boyce.)

standing objection that the whole line is irrelevant.

Trial Examiner: Overruled.

The Witness: What was the question?

Trial Examiner: Will the reporter please read the question?

(The question was read.)

Q. (By Mr. Garrett): Isn't that the fact?

A. Yes. [515]

\* \* \* \* \*

Mr. Garrett: The respondents object to the admission of G.C. 3 in evidence upon the grounds that it is not the best evidence, that it is hearsay as to these respondents, that it contains no evidence in and of itself of the execution of any document either the original of which it purports to be secondary evidence or any other, that no proper foundation has been laid and that it is incompetent, irrelevant and immaterial.

In that connection I will be very brief. I want to stress four points.

The document which General Counsel is trying to prove is a document which states that it will be binding only, not upon the Associated General Contractors, but only upon such of the Associated General Contractor members who become signatory thereto and the document on its face shows no signatures of any contractor members.

Trial Examiner: You are speaking about G.C. 3, or the purported original?

Mr. Garrett: The purported original as estab-

(Testimony of Frank E. Boyce.)

lished by secondary evidence and the secondary evidence, the undisputed evidence is that there is no signature upon the document binding any employer party, employer parties referred to as contractors. The contract is, by its terms, insofar as we know them, not a contract between the unions [523] as organizations and the Associated General Contractors of an organization, but a contract between the unions on the one side and such contractor members of the Associated General Contractors as has become signatory thereto. All the evidence before us shows that there is no signature of any contractor members. [524]

\* \* \* \* \*

Now, our other contention we make as to the inadmissibility of G.C. 2 is that the testimony of this witness clearly shows that the G.C. 3 is a copy of a printed document prepared, according to the witness, by the witness' organization according to a scheme and plan which it follows for its own use and the use of its members. There is no testimony either in the record or from this witness that the documents of which G.C. 3 is a representative are ever communicated to any respondents in this case and the Associated General Contractors with which the witness is [525] connected is not a respondent in this case. There is no evidence of any kind charging the respondents in this case with having received or with having knowledge of G.C. 3, or the type of publication of which G.C. 3 is a copy.

(Testimony of Frank E. Boyce.)

In view of the state of the record, the foundation fails upon another point. The foundation fails, first, because it shows on its face affirmatively that the secondary evidence is not secondary evidence of the executed document. It shows on its face that the secondary evidence must be presumed to be a document which has not been executed by any contractor members of the AGC. It fails because it fails to show that ever, at any time, the respondents here have had knowledge of or been bound by or have been parties to the purported agreement which is G.C. 3 and it fails on the fourth point in that the affirmative testimony of this secondary evidence was never delivered. In other words, he has testified that the writing was made. He has testified that "I think it was signed by some contractor, or contractors, I can't remember their names." But, he says, the document when and if so signed was, and this is positive testimony, never delivered to the unions. With that state of the evidence, we claim no proper foundation has been laid.

That is all. \* \* \* \* \* [526]

Q. (By Mr. Heimann): Mr. Boyce, I show you a document that has been marked G. C. 7 for identification and I will show it to counsel first although he has seen it before.

This document has previously been identified on the record by Mr. Cox, the staff counsel of AGC. Mr. Boyce, I represent to you as I represent to the Trial Examiner and all interested parties that this

(Testimony of Frank E. Boyce.)

document was given to me by Mr. Cox and I will ask you what that is.

A. Without going all through it, I would just have to say it is just exactly as the heading says, an Amendment to AGC and BCA Southern California Master Labor Agreement.

Q. Do you recognize any signatures on that document?

A. Well, I would recognize Mr. Shaw's signature.

Q. Is the name of Spencer Webb on that document? Do you recognize that signature?

A. Yes, I do.

Q. Do you recognize it as the signature of Mr. Webb? A. Yes.

Mr. Heimann: I am not sure if the record contains a stipulation by the respondent unions that the name of J. F. Cambiano thereon is the signature of Mr. Cambiano.

Mr. Nicoson: If it doesn't, we will admit it is Mr. Cambiano's signature. [543]

\* \* \* \* \*

Mr. Heimann: Thank you for the stipulation.

Q. (By Mr. Heimann): Mr. Boyce, have you brought with you at my request a document entitled 1950 resolution to continue, or words to that effect?

A. That is the document that I believe you requested.

Q. Mr. Boyce, would you tell us what that document is?

A. I believe this is as the heading states, Resolu-

(Testimony of Frank E. Boyce.)

tion to Continue the AGC-AFL Southern California Master Labor Agreement.

Trial Examiner: Do I understand your response to be you believe on the basis of personal knowledge the heading is fully what it indicates?

The Witness: Yes. [545]

Trial Examiner: Very well.

Mr. Heimann: Mr. Examiner, of course, I'm not offering this in evidence right now. However, I would like to state at the present point that I concede that this document does not contain the signatures of the United Brotherhood of Carpenters and Joiners of America or the Los Angeles County District Council of Carpenters, that it is my information and belief that this document was never signed by the United Brotherhood of Carpenters or the Los Angeles District Council of Carpenters, that I attach no independent significance to this document, that at the time I will offer it I will do so merely for the purpose of explaining the settlement agreement which is G. C. 6 for identification which I will offer in evidence and which has reference and, I believe, incorporates by reference, at least, parts of the resolution to continue which is G. C. 16 for identification and that is the purpose for which I will offer it.

(Thereupon the document above-referred to was marked General Counsel's Exhibit No. 16 for identification.)

Trial Examiner: Very well.

Q. (By Mr. Heimann): Mr. Boyce, you stated

(Testimony of Frank E. Boyce.)

that you attended certain negotiation meetings between the AGC and the unions concerned prior to 1954? A. Yes.

Q. During that time would you tell us whether these meetings [546] were conducted only between AGC and the unions or between AGC and BCA jointly and the unions?

Mr. Nicoson: Objected to on the grounds compound, no foundation having been laid.

Trial Examiner: Overruled.

The Witness: Would you give me the years that you mentioned?

Q. (By Mr. Heimann): All right, how about 1953?

A. Yes, it was a—joint meetings at that time with the BCA and so forth.

Q. How about 1952?

A. Joint meetings with the BCA.

Q. How about 1951? A. Joint meetings.

Q. How about 1950? A. Joint meetings.

Q. I believe there were negotiations in 1948?

A. If you wish me to make a statement, I can make it clear for you that there have been joint meetings since the BCA become a part, been joint meetings.

Q. Since they became a part of what?

A. Became a part of the agreement.

Q. I see. When did the BCA become a part of the agreement? A. That I can't say.

Q. If you remember.

A. I just don't remember the year, I really don't.

(Testimony of Frank E. Boyce.)

Q. You don't remember the year but you know that by 1950 they were a part of the agreement?

A. Yes.

Trial Examiner: Well, I would like to get clear for the record the significance of this phrase "part of the agreement." Am I correct in assuming, Mr. Boyce, when you speak of BCA becoming part of the agreement you speak of a situation in which an organization known as BCA undertook to negotiate agreements with the building and construction trades unions in Southern California, is that what you mean by becoming part of the agreement?

The Witness: Yes, they become part of the existing agreement, that is true.

Q. (By Mr. Heimann): Now, during those years when BCA, as you put it and explained it, was part of the agreement, did the BCA and the AGC have identical or joint agreements with the unions or did they have separate and different agreements with the unions?

A. No, there were joint agreements.

Q. They were joint agreements?      A. Yes.

Q. Does that mean that they consisted of one instrument naming both BCA and AGC? [548]

\* \* \* \* \*

The Witness: Yes.

Q. (By Mr. Heimann): Now, Mr. Boyce, have you brought with you at my request a list of the members of AGC in 1953?

A. Brought the roster of the membership as you requested.

(Testimony of Frank E. Boyce.)

Mr. Heimann: Would the reporter please mark the document G. C. 17? \* \* \* \* \* [549]

Mr. Heimann: Yes, I would like to offer it in evidence.

Trial Examiner: Very well. I will ask at this time, Mr. Nicoson, if in the light of the record up to this point any objections other than those previously presented are pressed by the respondent unions.

Those objections, for your information, according to my notes made directly from the transcript during the noon recess, are lack of foundation, hearsay as to the respondents, irrelevant and immaterial.

Mr. Nicoson: We stand on the same objection.  
\* \* \* \* \*

Trial Examiner: Whatever the situation may be with respect to the 1946 contract, my ruling with respect to G. C. 3 is not intended, therefore, to indicate that I believe it to be admissible as secondary evidence of the 1946 contract. I believe it to be admissible only as a conformed copy or duplicate original of a document referred to and used as a contract by Mr. Boyce during the period previously stated. Since my ruling is based upon these grounds, I overrule the objections presented on behalf of the respondent unions and receive the document in evidence as indicated.

(The document heretofore marked General Counsel's Exhibit No. 3 for identification was received in evidence.) [573]

GENERAL COUNSEL'S EXHIBIT No. 3

AGC - AFL  
SOUTHERN CALIFORNIA  
MASTER LABOR AGREEMENT

Administrative Articles

The Associated General Contractors of America  
(Cut)

June 1, 1953

\* \* \* \* \*

Labor Agreement Between Southern California  
General Contractors and A. F. of L. Building  
and Construction Trades Unions

This Agreement entered into this 3rd day of June, 1946, by and between members of the Associated General Contractors of America who are signatory hereto, parties of the first part, hereinafter referred to as the Contractors, and the Building and Construction Trades Councils of Los Angeles, Long Beach, Riverside, San Bernardino, Orange, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern, each affiliated with the Building and Construction Trades Department of the American Federation of Labor: International Hod Carriers Building and Common Laborers Union; The Southern California District Council of Laborers; United Brotherhood of Carpenters and Joiners of America; California State Council of Carpenters; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; Joint Council of Teamsters, No. 42, ex-

cept for Kern, Inyo and Mono Counties; Teamsters Local Union No. 87 for Kern, Inyo and Mono Counties; International Union of Operating Engineers; Local Union No. 12 of the International Union of Operating Engineers; Operative Plasterers and Cement Finishers International Association; International Association of Bridge, Structural and Ornamental Iron Workers; Bricklayers, Masons and Plasterers' International Union; Brotherhood of Painters, Decorators and Paperhangers; Granite Cutters International Association; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers; International Brotherhood of Electrical Workers; International Union of Elevator Constructors; International Association of Heat and Frost Insulators and Asbestos Workers; International Association of Marble, Stone and Slate Polishers, Rubbers and Sawyers, Tile and Marble Setters Helpers and Terrazzo Helpers; Journeymen Stone Cutters Association of North America; Sheet Metal Workers International Association; United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada; United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association; Wood, Wire and Metal Lathers International Union; all affiliated with the American Federation of Labor, who are signatory hereto for themselves, for their various Craft Councils and Local Unions which have jurisdiction over the work in the territory hereinafter described, par-

ties of the second part, hereinafter referred to as the Unions.

\* \* \* \* \*

## I.

### Coverage

A. That this Agreement shall apply to and cover all employees of the Contractors employed to perform or performing construction work, as such employees and construction work are respectively more particularly defined hereafter in Article II Section A and Article XV of this Agreement, in the area known as Southern California, more particularly described as the counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo and Kern.

\* \* \* \* \*

## II.

### Union Recognition

A. That the Contractors hereby recognize the Unions who are signatory hereto as the sole and exclusive collective bargaining representatives of all employees of the Contractors signatory hereto over whom the Unions have jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labor as of the date of this Agreement. It is understood that the Unions do not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers, and their helpers, superintendents, assistant superintendents, master me-

chanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

That subject to this understanding the Contractor shall have entire freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of this work.

It is the intention of the parties that all workmen covered hereby shall be or become forthwith upon employment and remain continuously, members in good standing of the International Unions signatory hereto through their affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed, as a condition of employment, and that this provision shall become operative without further notice or amendment whenever amendments to or judicial interpretations of the Labor Management Relations Act of 1947 remove the inhibitions against the application of this paragraph now existing under the present wording and judicial interpretations of that Act.

It is agreed that all workmen covered hereby shall be or become, not more than thirty (30) days after employment and remain continuously, members in good standing of the International Unions signatory hereto through their affiliated Local Unions having work and area jurisdiction and on

whose behalf this Agreement is executed, and shall remain available for work as a condition of employment.

B. That in the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Article II-A, above, shall govern:

1. That the Local Unions shall establish and maintain open and non-discriminatory employment lists for employment of workmen in the work and area jurisdiction of each respective Local Union of each particular trade.

That the Contractors shall first call upon the respective Local Unions having work and area jurisdiction, or their Agents, for such men as they may from time to time need, and the respective Local Unions, or their Agents, shall immediately furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors.

That the respective Local Unions, or their Agents, will furnish each such required competent workman or skilled mechanic entered on their lists, to the Contractors by use of a written referral and will furnish such workmen or skilled mechanics from the respective Local Unions' listings in the following manner:

(a) Workmen who have been recently laid off or terminated in that respective Local Union's work and area jurisdiction by the Contractors now desiring to re-employ the same workmen in that same area provided they are available for employment.

(b) Workmen who have been employed by Contractors in the respective Local Union's work and area jurisdiction within the multiple-employer unit during the previous ten (10) years, and are available for employment.

(c) Workmen whose names are entered on the list of the respective Local Union having work and area jurisdiction and who are available for employment.

That reasonable advance notice (but not less than 24 hours) will be given by the Contractors to the Unions, or their Agents, upon ordering such workmen or mechanics; and in the event that 48 hours after such notice, the Unions or their Agents shall not furnish such workmen, the Contractors may procure workmen from any other source or sources. If men are so employed, the Contractors will immediately report to the Local Unions having work and area jurisdiction, or their Agents, each such workman by name.

That workmen employed by the Contractors for a period of thirty (30) days continuously or accumulatively within the multiple-employer unit and procured in accordance with II, B-1, (c), above or procured from other sources by the Contractors themselves, shall become members of the appropriate craft Union signatory hereto immediately, upon terms and qualifications not more burdensome than those applicable at such times to other applicants to such Union.

2. Contractors may transfer workmen in good standing of the six basic crafts from the jurisdic-

tion of one Local Union to the jurisdiction of another Local Union of the same craft up to the maximum permitted at the date of this Agreement by the International Constitution and By-Laws of the craft involved. In any event they may transfer up to 10 per cent of the current requirements by crafts on the project to which the transfers are to be made, including a maximum of two foremen in each craft. Contractors recognize the desirability of employing workmen in good standing of the Local Union having jurisdiction to the greatest possible extent and it is the intention of the parties that the Local Union having jurisdiction refers to the work jurisdiction and area jurisdiction of all appropriate craft Local Unions affiliated with any Union signatory hereto as such work and area jurisdiction shall continue to be recognized, accepted and maintained.

Workmen employed by any Contractor pursuant to the terms of this Agreement, and remaining in good standing in the craft in which they are employed, shall not be removed nor transferred by the Unions unless the prior approval of the Contractor has been obtained.

C. Whenever reference is made in this Article II to the Agents of the Unions, such reference is intended to designate the representative of the Building and Construction Trades Council or the Local or International craft Union having jurisdiction over the workmen employed or to be employed by the Contractor.

\* \* \* \* \*

(Discussion off the record.)

Trial Examiner: On the record.

With respect to General Counsel's 7 for identification, the record as the proceedings before Trial Examiner Myers shows that Mr. Cox identified the document as purporting to be an amendment to the Southern California master labor agreement of June 3rd, 1946, between certain parties named in the document. The record indicates that it was offered, that the respondent unions objected on the grounds that there was no proper foundation laid and that the document offered for identification did not relate to any agreement to which any of the respondents are shown to be a party; also, upon the grounds of its irrelevancy, incompetency, and immateriality; the fact that it was hearsay as to the respondents and had no tendency to prove or disprove any issues in this case which I take it another way of saying immateriality.

Trial Examiner Myers indicated he would reserve decision. What is the General Counsel's present intention with respect to the offer in the light of the record as it now stands?

Mr. Heimann: I maintain my offer, Mr. Examiner.

Trial Examiner: In the light of the record as it now stands, what is respondent unions' position with respect to objections? Do you stand on those previously made or wish to add any?

Mr. Nicoson: We stand on those previously made and wish [578] to renew them.

Trial Examiner: Very well. At this time I will

overrule the objections of respondent unions and receive General Counsel's 7 for identification in evidence.

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 7 for identification was received in evidence.) [579]

# GENERAL COUNSEL'S EXHIBIT No. 7

## 1953 AMENDMENT TO THE AGC-BCA-AFL SOUTHERN CALIFORNIA MASTER LA- BOR AGREEMENT

In accordance with the provisions of the AGC-BCA-AFL Southern California Master Labor Agreement, dated June 3, 1946, including the subsequent annual "Resolutions to Continue" the same, and particularly in accordance with the "Settlement Agreement" amendatory thereto, dated November 18, 1950, the parties hereto mutually agree to modify Article XIX of the aforesaid Master Labor Agreement, by increasing the current hourly wage rates of all classifications listed under Carpenters an additional 13c per hour in each of the twelve (12) Southern California Counties, namely: Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono.

The aforesaid increased hourly wage rates shall apply in each and every of the above-specified Counties for all types of construction work, including but not limited to, highway, heavy, and building

construction work, as such work is more clearly defined in Article XV of the aforementioned Master Labor Agreement.

The aforesaid increased hourly wage rates shall be placed in effect in the above-described area, on all of the above-mentioned types of construction work on June 15, 1953, and shall continue in full force and effect until amended, modified, or terminated, as provided in the appropriate terms of the aforementioned Master Labor Agreement, its "Resolutions to Continue" and/or its "Settlement Agreement."

Signed this 29th day of May, 1953.

Southern California Chapter Associated  
General Contractors of America,

/s/ By Spencer Webb, President,

/s/ By W. D. Shaw, Manager

San Diego Chapter Associated Gen-  
eral Contractors of America,

/s/ By (Illegible) Golden, President,

/s/ By M. A. Mathias, Manager

United Brotherhood of Carpenters &  
Joiners of America,

/s/ By J. F. Cambiano,

General Representative

Building Contractors Association of  
California, Inc.

/s/ By Irving C. Jordan, President,

/s/ By Edward M. Sills,

Executive Vice-President

Mr. Nicoson: Respondents will not admit that Mr. J. F. Cambiano was authorized by either of the respondents to sign the proffered document, General Counsel's 8, for identification.

Mr. Heimann: Just one minute, may I have that read back?

(The record was read.)

Mr. Nicoson: We further contend that the mere fact that he apparently signed this is simply a declaration of Mr. Cambiano following a well known and well practiced Board rule that an agent is not the final authority with respect to his authority or that the testimony he may give or indicate has to be authority binding upon the principal.

Further, that the fact that Mr. Cambiano has signed the document is not binding upon the respondent and I think I mentioned that his signature does not constitute proof of that.

Secondly, the document offered, and this probably goes to the probative value of it, but it also seems to go to the relevancy, materiality and competency of the document, does not refer to any documents which have been received or proffered in this proceeding unless, possibly, it may be General Counsel's Exhibit 7 which has been received. Even that is a matter of dangerous reference, or, inference, I should say, which General Counsel seems to be willing to take the risk of.

Third, that it is not a document which shows that any of the matters admitted in evidence here constitutes an agreement [582] binding upon the respondents in these proceedings. It is indefinite and

uncertain as to its mention insofar as respondents are concerned. It is hearsay and is not the best evidence of any action which this letter may purport to reveal.

And fourth, it is not an admission against interests of the respondents in any particular.

Trial Examiner: I'm going to overrule the objections presented on behalf of counsel for the respondent unions and receive General Counsel's 8 for whatever significance it may have as tending to establish, if it does, the existence of certain pre-existing agreements between the parties mentioned therein.

General Counsel's 8 will be received in evidence.

(The document heretofore marked General Counsel's Exhibit No. 8 for identification was received in evidence.)

### GENERAL COUNSEL'S EXHIBIT No. 8

[Letterhead of United Brotherhood of Carpenters  
and Joiners of America]

17 Aragon Boulevard  
San Mateo, California

May 3, 1954

Mr. W. D. Shaw, Manager  
Southern California Chapter  
Associated General Contractors of America  
707 Architects Building  
Los Angeles 13, California

Re: A.G.C.-A.F.L. Southern California Master Labor Agreement and Settlement Agreement of  
November 30, 1950

Gentlemen:

You are hereby notified, in accordance with Paragraph 8 (b) of the Settlement Agreement between us and, since no agreement has been reached between us on or before May 1, 1954 in response to our demand as heretofore sent to you by letter on February 9, 1954, that on May 18, 1954 any and all of our above contract or contracts with you, including but not limited to the A.G.C.-A.F.L. Master Labor Agreement, and all Resolutions to Continue, with respect to said Master Labor Agreement, and that certain Settlement Agreement of November 30, 1950, shall be and hereby are terminated and at an end, effective as of the expiration of May 18, 1954.

You are hereby further notified that we elect and do so terminate said agreement and contract, or agreements and contracts, and each and all of them heretofore existing between us, in our own behalf, and separately, and as to the United Brotherhood of Carpenters and Joiners of America, and all of its affiliated Local Unions and District Councils in the twelve Southern California Counties, and as to all contractors and employers and their organizations, including the Associated General Contractors of America and the Building Contractors Association of California, Inc., effective as of the expiration of said May 18, 1954.

Very truly yours,

United Brotherhood of Carpenters  
and Joiners of America,

/s/ By J. F. Cambiano,

International Representative

For all Carpenters' District Councils and Local  
Unions in the Twelve Southern Counties of  
California

[Stamped]: Received May 4, 1954.

---

Mr. Nicoson: Is that the limitation, that is the full extent to which you will receive it?

Trial Examiner: Yes. [583]

\* \* \* \* \*

FRANK E. BOYCE

a witness called by and on behalf of the General Counsel, having been previously duly sworn, resumed the stand and testified further as follows:

Direct Examination—(Continued)

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Boyce, I show you G. C. 15 and point out to you No. 10 of the contractors, the name Morrison-Knudsen Company, Inc., with a signature which I can't read. Now, to the best of your knowledge, did Morrison-Knudsen Company, Inc. ever take steps to cease being a signatory to the master labor agreement since 1946 until, oh, let's say, March, 1954?

A. Not to my recollection.

Q. And I'd like you to look at No. 129.

Trial Examiner: By that you mean signature No. 129?

Q. (By Mr. Heimann): Signature No. 129 which reads Ford J. Twaits Company by Ford J.

(Testimony of Frank E. Boyce.)

Twaits. Now, to the best of your knowledge, did Ford J. Twaits Company ever take any steps between 1946 and March, 1954, to cease being a signatory to the master labor agreement?

Mr. Nicoson: I'm going to object to the form of the question as to whether he took any steps. It seems to me it would be immaterial whether he took steps. The material [603] question is did they during any material time during this period cease to be a member. Take steps might entail were steps successful or unsuccessful.

Mr. Heimann: If they did not take any steps, of course, it would be unnecessary to ask another question but whether they ceased being members, that is asking for a legal conclusion so that is why I phrased the question as I did.

Trial Examiner: Very well, I will permit the question to stand.

Mr. Nicoson: Simply determine what developed. They may have been expelled.

The Witness: Not to my knowledge.

Q. (By Mr. Heimann): To the best of your knowledge, were these two companies signatories of the master labor agreement during the period from November, 1953, to March, 1954?

\* \* \* \* \*

The Witness: I believe they were.

Mr. Nicoson: Object to what he believes. Move to strike it.

Trial Examiner: Objection overruled. On what is your belief based?

(Testimony of Frank E. Boyce.)

The Witness: My answer to the previous question, I don't know of a time they were out of the agency. [604]

Q. (By Mr. Heimann): During the normal course of affairs, Mr. Boyce, if any signatory to the master labor agreement ceased to become, to be signatory between 1946 and March, 1954, would that come to your attention?

Mr. Nicoson: May I have that read, please?

(The question was read.)

Mr. Nicoson: Maybe it's clear enough.

Trial Examiner: Pardon?

Mr. Nicoson: Maybe it's clear. It isn't clear to me, I don't know what he's talking about.

The Witness: Well, may I state the question as I understood it? I think you asked the question if one of the members of the AGC ceased to become a member, would it come to my attention.

Q. (By Mr. Heimann): Ceased to be a signatory to the contract.      A. Yes, yes.

Q. Well, as a matter of information, I will ask the additional question, was it a practice during the 1946 to March, 1953, that a member who was a signatory to the 1946 agreement or who had subsequently signed was a signatory of the labor agreement at any time following his signature until March, 1953?

Mr. Nicoson: I object to that on the grounds it assumes facts not in evidence that there was a contract in 1946 or '47 [605] which was signed by

(Testimony of Frank E. Boyce.)

anybody. You haven't got any evidence to that effect here.

Trial Examiner: The objection is overruled but I find the question a little bit unclear.

Mr. Heimann: I did not frame it as well as I tried to.

Q. (By Mr. Heimann): Mr. Boyce, in your capacity as an official of AGC, did you regard a member who had signed the master labor agreement in 1946 or at any time thereafter as a signatory to the agreement after such time of his signature and until March, 1953?

Mr. Nicoson: Objected to on the grounds it's immaterial what he regarded; second, assumes facts not in evidence there was a contract in 1946; third, it assumes a further fact in evidence that there was a contract which was signed.

Trial Examiner: Without basically ruling on all the grounds stated, I will sustain the objection to the form of the question.

Q. (By Trial Examiner): Mr. Boyce, does AGC have any internal regulation or by-law dealing with the question of, or did it have prior to December 15, 1953, an internal regulation or by-law dealing with the obligation of members bound by a contract to remain bound or dealing with the manner in which they could relieve themselves of obligation under a contract?

A. I would have to answer that question as told to me by our attorney because it is a legal question.

Q. The question is whether you are aware or

(Testimony of Frank E. Boyce.)

became aware in the course of your normal duties of the existence of some sort of by-law or internal regulation or arrangement. I'm not asking what it was, I'm asking if you had become aware of one such regulation.

A. Can I put it my way?

Q. Surely.

A. I think, to explain the question, a member in the Association, he pays his dues for a year. The agreement has always been considered between the unions and the contractor members who are willing to affix their signatures to the agreement, it was our understanding through our legal advice that he was still bound by the agreement to the end of the year or until the new agreement was negotiated. Does that answer it?

\* \* \* \* \*

Q. (By Trial Examiner): During this period from 1946 until December 15, 1953, have there been any cases that have come to your attention as labor relations director of contractor members of AGC signatories of a labor agreement who took any action which they claimed to be action relieving them of any obligation under the contract? In other words, did any [607] contractor member of AGC ever advise you as labor relations director of the fact that he wished to be relieved of obligations under the contract or considered himself relieved of obligations under the contract?      A. No.

Trial Examiner: Very well.

Q. (By Mr. Heimann): Mr. Boyce, you stated

(Testimony of Frank E. Boyce.)

it was your understanding that a signatory was bound until the end of the year or until the new agreement was negotiated?      A. Yes.

Q. Now, what happened at the end of the year, what was it your understanding that he ceased to be bound or what was your understanding?

A. Well, no, the new agreement is negotiated and it is brought—May I say this off the record?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

What the—let the record show that during the period of discussion off the record, counsel for the General Counsel and the Trial Examiner explored for the convenience of Mr. Boyce the significance of his response with respect to the obligation of a contractor member to remain bound to a contract previously signed by such contractor member.

It is my impression on the basis of our discussion off [608] the record that Mr. Boyce is now able to give a further explanation of his answer which already stands upon the record. For that purpose, will you redirect your question to Mr. Boyce at this time, Mr. Heimann.

Q. (By Mr. Heimann): Mr. Boyce, if a member has signed the contract during one year, was it your understanding that he ceased to be bound at the end of the calendar year?      A. No.

Mr. Nicoson: Your Honor, I'm sorry. Mr. Heimann places the question, a compound question in disjunctive. The witness says no. Which is he say-

(Testimony of Frank E. Boyce.)

ing no to, the first part or the second part or all of it? He says is this so or is that so and the witness says "No." Now, what is he answering?

Mr. Heimann: Let me put it this way, I asked Mr. Boyce, was it your impression that these circumstances a member ceased to be bound. Mr. Boyce answered no. I took the answer to mean that it was not his impression that a member ceased to be bound. Was that the import of your answer, Mr. Boyce?

The Witness: That is right.

Q. (By Mr. Heimann): Now, you also stated that it was your understanding that a signatory was bound until a new agreement was negotiated. Does that mean that it was your understanding that a signatory ceased to be bound when a new resolution to continue was negotiated?

A. I don't think I should answer these questions because our [609] own attorneys have different opinions.

Q. Well, let me ask you this way, there was a regulation to continue in 1950 which is in evidence as G. C. 16, isn't that right? A. Yes.

Q. And there were resolutions to continue in various other years? A. Yes.

Q. Now, when new resolutions to continue were assigned, did the signatories to the contract sign the contract again? Any signatories? A. Yes.

Q. And by signatories, I'm referring to the contractor members of AGC. A. Yes. [610]

\* \* \* \* \*

(Testimony of Frank E. Boyce.)

Q. (By Mr. Heimann): Now, I call your attention to the name and signature after the figure 11 of the contract, or signatories to the document contained in G. C. 15 that reads—or will you read it to us what that says?

Mr. Nicoson: The document will speak for itself.

The Witness: Macco Construction Company by John McCloud.

Trial Examiner: Objection overruled. The record may stand.

Q. (By Mr. Heimann): Are you familiar with the Macco Corporation?

A. I'd have to ask you what you mean by "familiar"?

Q. Do you know of the existence of the Macco Corporation?      A. Yes.

Q. Do you know whether the Macco Corporation is a member of the AGC, I'm not asking whether a signatory, I'm asking whether it was a member of AGC?      A. Yes. [612]

\* \* \* \* \*

Q. (By Mr. Heimann): On the basis of your own personal knowledge acquired as the—strike that, please.

Have you had any dealings with the Macco Corporation during three years preceding March, 1954, or three or four years, something like that?

\* \* \* \* \*

The Witness: I'd say yes.

Q. (By Mr. Heimann): Did you have such

(Testimony of Frank E. Boyce.)

dealings in your capacity as labor relations director of AGC? A. Yes. [614]

\* \* \* \* \*

Q. (By Mr. Heimann): In these dealings with the Macco Corporation, in your official capacity during the period of three or four years prior to March, 1954, did you discuss the then current labor agreements with the officials of Macco Corporation with whom you dealt?

\* \* \* \* \*

The Witness: Yes. [615]

\* \* \* \* \*

Q. (By Trial Examiner): In your dealings with representatives of Macco Corporation as the AGC labor relations director, did you have occasion to refer to any document which purported to reflect a then current labor agreement? A. Yes.

Q. Did you have occasion to advise the representatives of Macco Corporation as to what your reference to that document showed as to the provisions of the then current labor agreement?

A. Yes.

Q. You told them what you were looking at?

A. Yes.

Q. And what the contents of it were?

A. I agreed from the agreement.

Q. As you recall the occasions on which these conferences occurred, what was the purpose of advising the representatives of Macco Corporation with respect to the contents of the then current labor agreement?

(Testimony of Frank E. Boyce.)

A. Well, I don't remember the instances.

Q. Well, specifically, did you ever advise the representatives of Macco Corporation as to the contents of the then current labor agreement in order to advise them of any obligations they might have toward their employees?      A. Yes.

Trial Examiner: I have nothing further. [617]

Q. (By Mr. Heimann): Did such representatives of Macco Corporation ever indicate to you that they were not bound by the then current labor agreement?

\* \* \* \* \*

The Witness: No. [618]

\* \* \* \* \*

### EDWARD M. SILLS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Heimann): Will you state your full name, please?      A. Edward M. Sills.

Q. And what is your address?

A. 1571 Beverly Boulevard, Los Angeles.

Q. Your position, sir?

A. Executive vice president of the Building Contractors Association of California.

Q. Do you have any other capacity in the BCA?

A. No.

Q. How long have you had that position?

(Testimony of Edward M. Sills.)

A. Fifteen years.

Q. And would you tell us in brief what your functions are in that position?

A. The dominant one is labor relations. Next in line, legislative work, public relations and so on.

Q. And has that been your function for the last 15 years?

A. No, it has not. It has been for the last 12 years, the labor relations portion for the last 12 years and the other [639] portion has been the 15 years.

Q. Now, in your official capacities do you take part in the negotiation of any contracts which the BCA or its members concluded?

A. Yes, I'm a member of the negotiating committee and have been for the last 12 years.

Q. Have you taken part in all the negotiations that have taken place during the last 12 years?

A. I have.

Q. Do you know whether the BCA or its members concluded a bargaining, or, let's say, a labor agreement in 1946 with various building and construction trades unions?

A. Yes, with the six basic trades.

Q. Have you received a subpoena to bring in that labor agreement? A. I have.

Q. Have you found the original of that labor agreement? A. I have not.

Q. Have you searched your office?

A. We have, yes, sir.

Q. You have not found it? A. No, sir.

(Testimony of Edward M. Sills.)

Q. Have you, in answer to my subpoena, furnished me with a copy of that agreement?

A. What we considered to be the original copy. Although it [640] doesn't contain the signatures, it does contain the original signatures of those members who are eligible to sign on the agreement. [641]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, I show you a document that has just been marked G. C. 18 for identification and ask you to have a look at it. Is that the document of which you have spoken in your last two answers and which has been made available to me by your office?      A. It is, yes.

\* \* \* \* \*

Q. (By Mr. Heimann): You stated that—rather than for me to repeat what you stated, will you tell us again what that document is?

A. It is what we consider the master copy of the 1946 [642] agreement of the labor agreement negotiated with the six basic trades in 1946.

\* \* \* \* \*

Q. (By Mr. Heimann): Has any document of which G. C. 18 for identification is a copy ever been signed by any official of the BCA?

\* \* \* \* \*

The Witness: Yes. If I may say, Mr. Examiner, that the wording in these mimeographed sheets are the basis of all future resolutions to continue and the labor relations in the 12 counties in Southern California whether the document is the

(Testimony of Edward M. Sills.)

actual signed document or not, all labor relations are based on the words in this document. [643]

\* \* \* \* \*

Q. (By Mr. Heimann): Do you have any personal knowledge who the officials were who signed any document of which G. C. 18 for identification is a copy?

A. Do you mean of the Association or of the unions?

Q. Of the BCA right now.

A. I was one of the signatories myself and the president at that time, I don't recollect. I have forgotten now. I do not recollect his name, I would have to look it up to find out who was president at that time.

Q. All right. Do you know whether or not the president of BCA signed that document?

A. Yes, he did.

Trial Examiner: Do I infer from inspecting the document, [644] then, that this individual whoever he was signed as president and you signed as secretary?

The Witness: Yes, I signed as secretary, yes, sir. At that time I was secretary as well as executive vice president.

Q. (By Mr. Heimann): Do you know if the same document was signed by any representative of the Los Angeles Building and Construction Trades Council?

A. Not this particular document.

(Testimony of Edward M. Sills.)

Q. I'm not talking of G. C. 18 for identification. I'm talking of the document of which G. C. 18 for identification is a copy.

A. Yes, they did, they did.

Q. Do you have any recollection who the person was or the persons were who signed on behalf of that organization?

A. The Building and Construction Trades Council?

Q. That's right.

A. Mr. Mashburn, Lloyd Mashburn.

Q. Do you know what Mr. Mashburn's position was at that time?

A. I think he was secretary of the Los Angeles Building and Construction Trades Council.

Q. Do you know whether that same document of which G. C. 18 for identification is a copy was signed by any representative of the United Brotherhood of Carpenters and Joiners of America?

A. Yes, it was.

Q. Do you know who the person was who signed that? [645]      A. Cambiano, Joe Cambiano.

Q. Do you know what Mr. Cambiano's position was at that time?

A. I can only identify him by the way I know him as International representative of the Brotherhood of Carpenters. \* \* \* \* \*

Q. Does the BCA issue any booklets purporting to contain the contract current at the time of the issuance?      A. Yes, we do.

(Testimony of Edward M. Sills.)

Mr. Nicoson: May I inquire, does he mean the issuance of this original or something else?

Mr. Heimann: No, I mean the issuance of the booklet. Is that how you understood the question, that the BCA issues booklets purporting to contain the agreement in effect at the time of the issuance of the booklet?

The Witness: Yes.

Trial Examiner: Very well. [646]

Mr. Heimann: Would the reporter please mark this G. C. 19 for identification?

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a document that has just been identified as G. C. 19 and ask you if that is such a booklet of which we have just spoken.

A. No, it wouldn't be the same booklet as we put out in the 1946 agreement.

Q. No, I understand that. I'm asking you if that is a booklet that was put out by the BCA purporting to contain the contract current in 1953, at the end of 1953.

A. It is the 1953-54 agreement.

Q. Thank you. Now, I ask you to take a look at that and ask you if that refreshes your recollection, if it can, as to what date was filled in on the document of which G. C. 18 is a copy. If I may help you, would you look at the first page of the booklet?

A. It says the 3rd day of June, 1946, so that must be the date it would have been filled in here or

(Testimony of Edward M. Sills.)

was filled in on the original which is now lost or——

Q. I see. And would you tell us from what you conclude that?

A. Well, that is the date on which we reached the agreement.

Q. I see.      A. Of 1946. [647]

\* \* \* \* \*

Mr. Heimann: At this time, I offer G. C. 18 for identification in evidence. [648]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 18 for identification was received in evidence.)

\* \* \* \* \*

#### Direct Examination—(Continued)

Q. (By Mr. Heimann): Mr. Sills, do you know whether G. C. 18 was negotiated between the BCA and the unions listed thereon or between the BCA and another organization, another [652] employer association, jointly with the unions listed thereon?

\* \* \* \* \*

The Witness: It was negotiated jointly but by mutual agreement the names of the joint two associations who negotiated the agreement at that time, the names of those associations appeared in there, each in their respective agreements.

Q. (By Mr. Heimann): You mean only——

A. In the case of Building Contractors Association of California, only the name of the Building Contractors Association appeared in our, what we

(Testimony of Edward M. Sills.)

considered, our agreement. And in the case of the Associated General Contractors only the name of the Associated General Contractors appeared in the agreement.

Q. I take it from your answer, and correct me if I'm wrong, that the Associated General Contractors, sometimes referred to as AGC, was the association with whom these joint negotiations were conducted? A. That's right, that's right.

Mr. Nicoson: May I ask one question here? It's probably a cross examination question but it looks like this is a good place to break it down.

Trial Examiner: I will permit the question. [653]

Mr. Nicoson: Then, would it be true in answering the question that you said, Mr. Sills, agreements negotiated jointly by BCA and AGC were identical in all respects except as to the contracting party, that is, I mean the physical documents?

The Witness: That's right.

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, were there ever any documents executed subsequent to 1946?

A. Yes.

Q. Which continued the 1946 contract in effect?

A. Yes, sir, there was.

Q. Will you tell us what these documents were commonly called? A. Resolution to continue.

Q. Do you know how often such resolutions to continue were executed?

A. 1947 through 19—up until 1950 with six basic trades; in 1950 with five basic trades.

(Testimony of Edward M. Sills.)

Q. All right. Was any other document executed in 1950 which continued the 1946 agreement in effect either in whole or in part?

A. Yes. In November, 1950—I have to—settlement agreement was reached. I should remember that. [654]

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a document which has been marked G. C. 20 for identification and ask you if that is the document that you just spoke of.

A. That is the document, yes, sir.

Q. I ask you to look at the name, Marshall Tildon, on Page 7 and ask you if you recognize that as the signature of Mr. Tildon.

A. Yes, it is.

Q. What was Mr. Tildon's position at that time?

A. At that time president of the Building Contractors Association of California.

Q. I call your attention to the name Edward M. Sills on Page 7 and ask you if that is your signature.

A. That is my signature, yes.

Q. I ask you to look at the name of L. A. Mashburn on Page 7 and ask you if you saw Mr. Mashburn affix his signature to that document, if you remember.

A. I don't remember whether I saw it.

Q. Do you recognize that as the signature of Mr. Mashburn?

A. Yes, I believe it is.

Mr. Nicoson: We stipulate it is. [655]

Mr. Heimann: Thank you, Mr. Nicoson.

Trial Examiner: The stipulation is noted for the record.

(Testimony of Edward M. Sills.)

Q. (By Mr. Heimann): I ask you to look at the signature, or at the name of J. F. Cambiano and ask you if you saw Mr. J. F. Cambiano affix his signature——

Mr. Nicoson: We stipulate that is his signature.

The Witness: I don't remember.

Trial Examiner: Do you join in the stipulation?

Mr. Heimann: I accept Mr. Nicoson's stipulation.

Trial Examiner: Very well, the stipulation is noted for the record.

Mr. Heimann: I now offer G. C. 20 for identification for the same purpose for which I offered G. C. 6. [656]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 20 for identification was received in evidence.)

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, you have previously referred to the 1950 resolution to continue and I show you a document that has just been marked G. C. 21 for identification and ask you if that is that document.      A. Yes, sir, it is.

Mr. Heimann: Mr. Nicoson, will you stipulate that the document is signed by the same Marshall Tildon, the same Edward M. Sills and the same Lloyd A. Mashburn as previously mentioned?

Mr. Nicoson: Oh, yes.

Trial Examiner: Very well, the stipulation is noted for the record.

(Testimony of Edward M. Sills.)

Mr. Heimann: I offer G. C. 21 in evidence, Mr. Examiner, for the same purpose for which I offered G. C. 16 in evidence, G. C. 16 being the 1950 resolution to continue the AGC agreement. [657]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 21 for identification was received in evidence.)

Q. (By Mr. Heimann): Mr. Sills, was not the document executed in 1953 between the BCA and representatives of the Building and Construction Trades Unions or any Building and Construction Trades Unions which had reference to the 1946 contract? [659]      A. Yes.

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a document that has previously been admitted as G. C. 7 and I ask you if that is the 1953 document of which we just talked?      A. It is.

Q. Mr. Sills, in regard to the contract of 1946 which is G. C. 18, you stated and, correct me if I'm wrong, that the signatures appearing on Pages 17, 18 and 19 were affixed by the members of the BCA in accordance with the requirement of BCA before that procedure was changed, is that correct?

A. Yes, that is correct.

Q. Would you tell us in which way the procedure was changed?

A. After the last signature on that document was put on it, we changed it to assigning a card, a postage free returnable card which we had our

(Testimony of Edward M. Sills.)

membership, we sent out to our membership eligible to sign the agreement, had them sign the card and return it to the Association office thereby affixing their signature on the agreement by that method.

Mr. Heimann: I ask that this be marked G. C. 22 for identification. [660]

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a document that has just been marked G. C. 22 for identification and ask you if that is such a card. A. It is.

Q. Have any of the members of BCA executed such cards since 1946? A. Yes, they have.

Mr. Heimann: I offer G. C. 22 for identification in evidence.

Trial Examiner: Any objection?

Mr. Nicoson: May I ask just one question?

When these cards are signed, Mr. Sills, do you know, do you give any notification to the Building Trades Council?

The Witness: Yes, we do.

Mr. Nicoson: Upon receipt of the signature, you advise the Council?

The Witness: Yes, we do.

Mr. Nicoson: All right, no objection.

Trial Examiner: Very well, G. C. 22 will be received in evidence.

(The document heretofore marked General Counsel's Exhibit No. 22 for identification was received in evidence.)

(Testimony of Edward M. Sills.)

The Witness: As a matter of fact we furnish these cards the business agents of all the trades. If they run across a member who has not signed, they hand them one of [661] these cards for their signature.

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, on the basis of such cards as G. C. 22, when they are filled out and on the basis of the signatures contained on G. C. 18 which is the 1946 contract, does your office compile a current list of signatories?

A. We do, yes.

\* \* \* \* \*

Q. (By Mr. Heimann): Is that list compiled by you or by employees under your supervision?

A. By employees under my supervision.

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a document that has just been marked G. C. 23 for identification and ask you if that is such a list? [662]

A. It is.

\* \* \* \* \*

Q. I withdraw the question. The list, as headed by the words "The following is a list of BCA contractors who are signed to the master labor agreement as of July 23, 1954"?

A. Yes, they were all signatories at that time. We had, this list was copied from those cards, when they signed them. It's made up from those cards, I should say.

Q. All right. Now, do you know whether that

(Testimony of Edward M. Sills.)

list contains the names of any firms or individuals who were not signatories as of the 1st of December, 1953?

A. As of the 1st of December, 1953, yes, it would contain some. [663]

\* \* \* \* \*

Q. (By Mr. Heimann): When you say "some," what do you mean by that?

A. Well, we are signing people constantly to the agreement so it contains some that had been signed since December 1, 1953.

Trial Examiner: That is between December 1, 1953, and July 23, '54?

The Witness: That's right, new signatures between those dates.

Q. (By Mr. Heimann): I see. Now, do you obtain any knowledge when a member signs one of these cards of which G. C. 22 is a copy?

A. Yes, the cards were put on my desk if they come in by mail and if the man signs it physically in the office, it is also put on my desk before it is returned for processing, putting on this list.

Q. Would you tell us approximately how many members listed on G. C. 23 for identification signed such cards as G. C. 22 between the 1st of December, 1953, and July 23, 1954, or, if you can't answer it that way, about the percentage of the members listed on G. C. 23 for identification who signed between those dates?

A. I cannot tell you the exact number. I can

(Testimony of Edward M. Sills.)

only estimate the number. I would guess between 15 and 20, possibly. [664]

Q. To make it clear, is it your testimony, then, as of the 1st of December, 1953, all but approximately 15 or 20 of the members listed on G. C. 23 for identification had signed cards like G. C. 22, or the 1946 contract which is the copy of the contract which is G. C. 18? \* \* \* \* \*

The Witness: Are you indicating that those who were signed as of December 1, 1953, were the ones that were signed in 1946, is that your question?

Q. (By Mr. Heimann): No, that all of the members listed on G. C. 23 for identification with the exception of some 15 or 20, approximately, had either signed the cards that is G. C. 22 or had signed G. C. 18? A. Yes, that is correct. [665]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 23 for identification was received in evidence.)

## GENERAL COUNSEL'S EXHIBIT No. 23

The following is a list of the B.C.A. contractors who are signed to the Master Labor Agreement as of July 23, 1954:

\* \* \* \* \*

Oltmans Constr. Co., 1560 W. Monterey Pass Rd., Monterey Park, Calif.

\* \* \* \* \*

Pardee Constr. Co., 10639 Santa Monica, Los Angeles 25, Calif. \* \* \* \* \*

(Testimony of Edward M. Sills.)

Q. (By Mr. Heimann): Mr. Sills, I now show you a document which has been previously marked G. C. 19 for identification and I ask you to tell us what that is.

\* \* \* \* \*

Q. (By Mr. Heimann): Would you tell us what this is?

A. This is the agreement reached in 1953.

\* \* \* \* \*

Q. (By Mr. Heimann): When you say "agreement reached in 1953," what do you mean by "reached"?

A. Negotiated with the six basic trades and the associations [673] involved. [674] \* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, are any pages in these booklets of which G.C. 19 is one, G.C. 19 for identification is one, ever replaced?

\* \* \* \* \*

The Witness: If you say from the 1946 agreement, yes, there were some of them changed and were replaced containing a new hiring clause. [681]

\* \* \* \* \*

Q. (By Mr. Heimann): For your information, Mr. Sills, I'm not only referring to the white pages in——

A. Referring to the wage scale——

Q. ——not only referring to the white pages or the pages under the tab "administrative articles" but to the booklet, to the pages contained in any place in the booklet.

(Testimony of Edward M. Sills.)

A. Yes, the wage scale is changed from year to year.

Q. And were any new pages inserted on that occasion in these booklets?

\* \* \* \* \*

The Witness: The agreement is printed separate, a new agreement printed each year, the insertion and new copy is made up each year from the signed document except for certain changes that have been made and I don't remember exactly [683] what those changes were. [684]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, after the signing of the 1953 amendment, did you have any booklets made up in the form in which G.C. 19 for identification is? [688]

\* \* \* \* \*

The Witness: Yes, we had new booklets made up like this.

Trial Examiner: Let the record show when the witness said "like this," he indicated General Counsel's 19 for identification.

Q. (By Mr. Heimann): And would you tell us how this booklet was assembled and what was incorporated in it?

\* \* \* \* \*

The Witness: The various amendments that occurred since 1946 which includes the change in the hiring clause, the wage scales, and so on were changed and printed accordingly and the resolution to continue.

(Testimony of Edward M. Sills.)

Trial Examiner: And after they were printed what happened?

The Witness: Then they were assembled in this binder and distributed to our signatory members of the Association.

Trial Examiner: Very well.

Q. (By Mr. Heimann): You said the amendments were incorporated therein. Were they incorporated as separate instruments or were they incorporated in such form as to change the 1946 contract in accordance with those amendments? [689]

\* \* \* \* \*

The Witness: Only that section of the 1946 agreement which contained the hiring clause was changed. The other amendments were covered by the resolution to continue and the wage scale was changed, also.

Q. (By Mr. Heimann): I see.

Mr. Heimann: I believe the record is clear in that regard. Therefore, I offer G.C. 19 for identification in evidence now. [690]

\* \* \* \* \*

Q. (By Trial Examiner): You stated in your last response, I believe, Mr. Sills, that upon the assembly of these booklets of which General Counsel's 19 is assembled, they were distributed to signatory members of BCA. Am I correct in my understanding that by that answer you meant that they were distributed to those members of BCA who in one form or another had indicated their assent to some master labor agreement? [691]

\* \* \* \* \*

(Testimony of Edward M. Sills.)

The Witness: They were sent to the signatory members of the BCA.

Q. (By Trial Examiner): What do you mean by signatory members?

A. Those which signed what we call the master labor agreement.

Q. Did you as the executive vice president of BCA in 1953 retain a copy or copies for your own use?      A. Of this document?

Q. Yes.      A. Yes.

Q. Have you had occasion since the document was assembled and since copies were distributed to the members of BCA as previously indicated, had occasion to refer and otherwise use the copies of G. C. 19 in your possession?

A. Many times, yes, sir.

Q. In what way have you used them, describe the manner in which you have referred to them and used them and the purposes for which you did so?

A. Well, the agreement provides that in cases of dispute that the dispute shall be referred to a joint conference board if it can not be settled on the job. [692]

\* \* \* \* \*

The Witness: At the joint conference board meetings, the section involved in the dispute is always read and interpretation or clarification of the wordage as used before a decision is given by the joint conference board. I'm a member and have been a member of the joint conference board.

(Testimony of Edward M. Sills.)

Q. (By Trial Examiner): When you speak of a joint conference board, are you referring to the organization described and discussed in Section 14 of General Counsel's 19?

\* \* \* \* \*

The Witness: Yes, I am referring to that except that it it also referred to under settlement of grievances and disputes.

Mr. Heimann: That, Mr. Examiner, is Section 5.

The Witness: Section 5 shows the procedure of settlement of grievances and disputes.

Trial Examiner: Very well.

Q. (By Trial Examiner): Aside from your participation in joint conference board proceeding, have you had any occasions since the preparation of G. C. 19 to refer to it and use it in [693] any fashion? \* \* \* \* \*

The Witness: When a dispute arises or an interpretation is necessary of the agreement, I always refer to it to refresh my memory as to what the agreement actually says.

Q. (By Trial Examiner): Have you ever had occasion to do so in the presence of the representatives of the contractor members of BCA?

\* \* \* \* \*

The Witness: Yes, the answer is yes, we have had occasion to use it in the presence of contractors. [694]

\* \* \* \* \*

Q. (By Trial Examiner): Would you describe

(Testimony of Edward M. Sills.)

the circumstances if you recall them in any specific case or class of cases?

\* \* \* \* \*

The Witness: You mean in the presence of the contractors?

Q. (By Trial Examiner): Yes, describe the circumstances under which you have used it in the presence of the contractors.

A. Well, the thing that comes to my mind right at the moment is we have what they call a labor relations school for three straight months two hours a week at which time the agreement was gone through paragraph by paragraph, interpreted and explanations made of the agreement at which at each class there was over 150 contractors present, signatory contractors and those eligible to sign.

\* \* \* \* \*

Q. (By Trial Examiner): Independently of its use by you in connection with joint conference board proceedings, have you ever had occasion to use the document of which G. C. 19 is a sample in conferences or meetings or discussions with representatives of any of the building and construction [695] trades unions in Southern California area?

\* \* \* \* \*

The Witness: Yes, we have had occasions to use it in the presence of representatives of the labor unions involved.

\* \* \* \* \*

Q. (By Trial Examiner): Can you recall using it in a specific occasion or occasions?    \* \* \* \* \*

(Testimony of Edward M. Sills.)

The Witness: Well, there are innumerable cases we use it in, particularly, in cases of disputes where we read certain paragraphs from the agreement over the telephone to a union representative or if he is in the joint conference board, or read certain paragraphs for clarification to them or they read it to us, depending on what interpretation they are taking and what interpretation we are taking. [696]

\* \* \* \* \*

Q. (By Trial Examiner): Can you recall any occasions or occasion in which discussions of the type you have just described of the type which occurred involving a representative of the International Brotherhood of Carpenters and Joiners of America in Los Angeles County District Council of Carpenters or Local 1400 of that organization?

\* \* \* \* \*

The Witness: At one of the last meetings of the joint conference board, the Los Angeles District Council of Carpenters had a case before the joint conference board. Certain portions of the agreement were read for the basis of establishing a clarification and interpretation. Representatives of the Los Angeles District Council of Carpenters were present.

Q. (By Trial Examiner): Do you recall the time or approximate time when this meeting was held?

A. I believe it was in April of this year.

Q. Do you recall the place?

(Testimony of Edward M. Sills.)

A. It was in the BCA office building, our board of directors' room.

Q. Can you identify the persons present so far as your recollection may go?

A. There were representatives from each of the six basic trades including the carpenters as well as representatives from the associations, the AGC and BCA.

Q. Can you identify any representatives of BCA present in [698] addition to yourself?

A. I was present as a member of the conference board and Leo Volk from BCA, a member of the conference board; William Irish who was chairman of the contractors joint negotiating committee on the contractors side; John Cunard, chairman for labor of the joint conference board; Leo Vie, secretary of the Building and Construction Trades Council; Ralph Bronson of the Operating Engineers; Lloyd Leibey of the Labor Unions; Earl Thomas of the District Council of Carpenters, Los Angeles District Council of Carpenters. That is all I recall. [699]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 19 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 19

BCA - AFL

MASTER LABOR AGREEMENT

Labor Agreement Between Southern California  
General Contractors and A. F. of L. Building  
and Construction Trades Unions

This Agreement entered into this 3rd day of June, 1946, by and between members of the Building Contractors Association of California, Inc. who are signatory hereto, parties of the first part, hereinafter referred to as the Contractors, and the Building and Construction Trades Councils of Los Angeles, Long Beach, Riverside, San Bernardino, Orange, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern, each affiliated with the Building and Construction Trades Department of the American Federation of Labor: International Hod Carriers Building and Common Laborers Union; The Southern California District Council of Laborers; United Brotherhood of Carpenters and Joiners of America; California State Council of Carpenters; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; Joint Council of Teamsters, No. 42, except for Kern, Inyo and Mono Counties; Teamsters Local Union No. 87 for Kern, Inyo and Mono Counties; International Union of Operating Engineers; Local Union No. 12 of the International Union of Operating Engineers; Operative Plasterers and Cement Finishers International Associa-

tion; International Association of Bridge, Structural and Ornamental Iron Workers; Bricklayers, Masons and Plasterers' International Union; Brotherhood of Painters, Decorators and Paperhangers; Granite Cutters International Association; International Brotherhood of Blacksmiths, Drop Forgers and Helpers; International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers; International Brotherhood of Electrical Workers; International Union of Elevator Constructors; International Association of Heat and Frost Insulators and Asbestos Workers; International Association of Marble, Stone and Slate Polishers, Rubbers and Sawyers, Tile and Marble Setters Helpers and Terrazzo Helpers; Journeymen Stone Cutters Association of North America; Sheet Metal Workers International Association; United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada; United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association; Wood, Wire and Metal Lathers International Union; all affiliated with the American Federation of Labor, who are signatory hereto for themselves, for their various Craft Councils and Local Unions which have jurisdiction over the work in the territory hereinafter described, parties of the second part, hereinafter referred to as the Unions.

\* \* \* \* \*

## I.

### Coverage

A. That this Agreement shall apply to and cover all employees of the Contractors employed to perform or performing construction work, as such employees and construction work are respectively more particularly defined hereafter in Article II Section A and Article XV of this Agreement, in the area known as Southern California, more particularly described as the counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo and Kern.

\* \* \* \* \*

## II.

### Union Recognition

A. That the Contractors hereby recognize the Unions who are signatory hereto as the sole and exclusive collective bargaining representatives of all employees of the Contractors signatory hereto over whom the Unions have jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labor as of the date of this Agreement. It is understood that the Unions do not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers, and their helpers, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

That subject to this understanding the Contractor shall have entire freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

It is the intention of the parties that all workmen covered hereby shall be or become forthwith upon employment and remain continuously, members in good standing of the International Unions signatory hereto through their affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed, as a condition of employment, and that this provision shall become operative without further notice or amendment whenever amendments to or judicial interpretations of the Labor-Management Relations Act of 1947 remove the inhibitions against the application of this paragraph now existing under the present wording and judicial interpretations of that Act.

It is agreed that all workmen covered hereby shall be or become, not more than thirty (30) days after employment and remain continuously, members in good standing of the International Unions signatory hereto through their affiliated Local Unions having work and area jurisdiction and whose behalf this Agreement is executed, and shall remain available for work as a condition of employment.

B. That in the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Article II-A, above, shall govern:

1. That the Local Unions shall establish and maintain open and non-discriminatory employment lists for employment of workmen in the work and area jurisdiction of each respective Local Union of each particular trade.

That the Contractors shall first call upon the respective Local Unions having work and area jurisdiction, or their Agents, for such men as they may from time to time need, and the respective Local Unions, or their Agents, shall immediately furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors.

That the respective Local Unions, or their Agents, will furnish each such required competent workman or skilled mechanic entered on their lists, to the Contractors by use of a written referral and will furnish such workmen or skilled mechanics from the respective Local Unions' listings in the following manner:

(a) Workmen who have been recently laid off or terminated in that respective Local Union's work and area jurisdiction by the Contractors now desiring to re-employ the same workmen in that same area provided they are available for employment.

(b) Workmen who have been employed by Contractors in the respective Local Union's work and

area jurisdiction within the multiple-employer unit during the previous ten (10) years, and are available for employment.

(c) Workmen whose names are entered on the list of the respective Local Union having work and area jurisdiction and who are available for employment.

That reasonable advance notice (but not less than 24 hours) will be given by the Contractors to the Unions, or their Agents, upon ordering such workmen or mechanics; and in the event that 48 hours after such notice, the Unions or their Agents shall not furnish such workmen, the Contractors may procure workmen from any other source or sources. If men are so employed, the Contractors will immediately report to the Local Unions having work and area jurisdiction, or their Agents, each such workman by name.

That workmen employed by the Contractors for a period of thirty (30) days continuously or accumulatively within the multiple-employer unit and procured in accordance with II, B-1, (c), above or procured from other sources by the Contractors themselves, shall become members of the appropriate craft Union signatory hereto immediately, upon terms and qualifications not more burdensome than those applicable at such times to other applicants to such Union.

2. Contractors may transfer workmen in good standing of the six basic crafts from the jurisdiction of one Local Union to the jurisdiction of another Local Union of the same craft up to the max-

imum permitted at the date of this Agreement by the International Constitution and By-Laws of the craft involved. In any event they may transfer up to 10 per cent of the current requirements by crafts on the project to which the transfers are to be made, including a maximum of two foremen in each craft. Contractors recognize the desirability of employing workmen in good standing of the Local Union having jurisdiction to the greatest possible extent and it is the intention of the parties that the Local Union having jurisdiction refers to the work jurisdiction and area jurisdiction of all appropriate craft Local Unions affiliated with any Union signatory hereto as such work and area jurisdiction shall continue to be recognized, accepted and maintained.

Workmen employed by any Contractor pursuant to the terms of this Agreement, and remaining in good standing in the craft in which they are employed, shall not be removed nor transferred by the Unions unless the prior approval of the Contractor has been obtained.

C. Whenever reference is made in this Article II to the Agents of the Unions, such reference is intended to designate the representative of the Building and Construction Trades Council or the Local or International craft Union having jurisdiction over the workmen employed or to be employed by the Contractor.

\* \* \* \* \*

### Redirect Examination

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, I show you

(Testimony of Edward M. Sills.)

a document which has been marked G.C. 24 for identification and which consists of two postcards stapled to each other. Would you tell us what that document is or what these documents are?

A. They are the signature of the Pardee Construction Company on the method on which we used to sign the master labor agreement.

\* \* \* \* \*

Q. (By Mr. Heimann): Do you know the reason why there are two cards for Pardee Construction Company? [709]

\* \* \* \* \*

The Witness: Just what they explained to me, they said they had forgotten to sign the agreement before.

Mr. Garrett: I move to strike. There's no foundation, not even as to who they mean.

Trial Examiner: I will sustain the objection as to foundation.

Whom do you mean by "they"?

The Witness: Pardee Construction Company.

\* \* \* \* \*

Q. (By Mr. Heimann): Which individual of Pardee Construction Company?

A. J. D. Pardee and Hoyt S. Pardee signed two cards.

\* \* \* \* \*

Q. (By Mr. Heimann): Does the BCA require its members after they had signed one card to sign any other card or to sign the same card again?

\* \* \* \* \*

(Testimony of Edward M. Sills.)

The Witness: No, they do not require them to sign more than one card.

\* \* \* \* \*

Voir Dire Examination

Q. (By Mr. Garrett): Those cards received by you stapled together, or were they stapled together after they had been received by you?

A. One card is dated May of 1948 and the other was November of 1949 so evidently they were received at different times. [711]

\* \* \* \* \*

Q. In connection with one of these cards, it is a fact, is it not, that someone had told you that they had forgotten to sign the agreement before.

\* \* \* \* \*

The Witness: When the second card came in, as I stated before, all of them come across my desk. I have a pretty good memory so I knew that the Pardee Construction Company had previously signed the agreement or signed one of these cards purporting to sign the agreement. I asked the girl to bring the card in, to look up the other card. She brought it in. Neither one of the Pardees was present. I called them and asked them why they signed this card.

\* \* \* \* \*

Q. (By Mr. Garrett): Who did you talk to when you called, if you remember?

A. I can't recall which Pardee it was.

Q. Was it one of the partners?

A. One of the Pardees, yes.

(Testimony of Edward M. Sills.)

Q. Do you remember whether it was one of the sons or the old man? [713]

A. I do not recall. I don't recall who it was I talked to. \* \* \* \* \*

Q. And you asked that person on the telephone why you had received the second card, is that right?

A. That's right. [714]

Q. Because you already had one, is that right?

A. That's right.

Q. That person told you it was because they had forgotten to sign the agreement before?

A. He said he thought he had not signed the agreement before. \* \* \* \* \* [715]

Mr. Heimann: I now move to amend the complaint in Case No. 21-CB-600 by eliminating a period at the end of Paragraph 5 and by adding the following words: "and are thereby causing or attempting to cause above-named employers to discriminate against employees in violation of Section 8 (a) (3) of the Act."

I further move to amend Paragraph 6 by striking the words "Subsection 1 (A)" at the end thereof and by substituting therefor the words "Subsections 1 (A) and (2)."

I further move to amend Paragraph 8 by striking therefrom at the end the words "Subsection 1 (A) of the Act" and by substituting therefor the words "Subsections 1 (A) and (2) of the Act."

\* \* \* \* \*

Trial Examiner: I would like to get a clarification. You will recall one of the last orders of busi-

ness at the prior session was a request on my part of a statement of General Counsel's theory of the case and outline of what the General Counsel expected to prove so that the respondents might be adequately informed and might use the interval [745] provided by our adjournment to engage in any necessary preparation in order to obviate a further recess at the conclusion of the General Counsel's case. Let me ask this, having in mind the General Counsel's theory of the case and the nature of proof which the General Counsel expected to adduce, does this amendment indicate the possibility of any change in the nature or extent of proof?

Mr. Heimann: It does not, Mr. Examiner. In other words, to make it clear, as I indicated at the close of my remarks before we adjourned, I stated then that the amendment will not entail any additional evidence nor will it entail any allegation on the part of the General Counsel that the contract between the union and the employers is illegal nor does it entail any allegation that any particular employer is directly involved in Case 21-CB-600 and, by that, I mean that General Counsel will offer no evidence that any particular employer offered employment to Clarence Dowdall which he could not accept because the union declined to refer him so, in that respect, the theory is not changed at all. The only change is that it is our theory now that the acts that we have always alleged to have occurred constitute not only a violation of Section 8 (b) (1) (A) but constitute also a violation of Section 8 (b) (2). \* \* \* \* \* [746]

Trial Examiner: Very well, I'm in position to rule. \* \* \* \* \* [807]

The motion to amend is granted and the record will now so show. [809]

\* \* \* \* \*

Mr. Nicoson: Very well. We then move to amend respondents' separate and several answers by amending Paragraph 5 thereof to generally and specifically deny Paragraph 5 of the complaint as amended. We move to amend Paragraph 6 of the respondents' separate and several answers by denying both generally and specifically the allegations of Paragraph 6 as now amended. And we move to amend Paragraph 7 of the answer to deny generally and specifically the [815] allegations of Paragraph 8 of the complaint as now amended. I'm sorry, it was Paragraph 8 of the answer instead of 7.

\* \* \* \* \*

Mr. Nicoson: I also move to amend the answer with respect to the second and separate further defense so that the answer to Paragraphs 5, 6 and 8 are reflected in a similar fashion in the second defense. [816]

\* \* \* \* \*

Trial Examiner: Mr. Heimann indicated no objection to the motion to amend respondents' answer to 21-CB-600 and I may say for the record, I'm, of course, disposed to grant the motion to amend the answer and I would, of course, read the answer as amended to include a traverse at every relevant point of the complaint as amended.

Mr. Heimann: I have no objection. I state that again.

Mr. Nicoson: Now, then, I suppose, and this may arise through a superabundance of caution and I will ask you to bear with me. Directing my attention now to Paragraph 2 in the third, separate defense, I move to amend that paragraph by interlineation to insert directly after the word "Subsection 8 (b) (1) (A)," the word "and (2)."

Mr. Heimann: No objection.

Trial Examiner: Motion granted.

Mr. Nicoson: While I'm at it, I notice a typographical error.

Trial Examiner: I will take it as "charges" instead of "charters."

Mr. Nicoson: I move the answer be amended in those particulars. [817]

Trial Examiner: Motion granted. [818]

\* \* \* \* \*

(Thereupon the documents above-referred to were marked General Counsel's Exhibits No. 24-A and 24-B and were received in evidence.)

#### GENERAL COUNSEL'S EXHIBIT No. 24-A

Date: 5/17/48

It is my desire to sign and avail myself to the benefits of the Collective Bargaining Agreement between the Building Contractors Association of California, Inc., and the Building Trades Councils of the American Federation of Labor, by affixing my signature to this card in lieu of the Master Contract which I agree to sign when presented to me.

Firm Name: Pardee Construction Company

/s/ By Hoyt S. Pardee, Partner.

Phone: Ariz. 96908

Address: 10639 Santa Monica Blvd., Los Angeles  
25, Calif.

License No.: 94236

Classification: B-1

[Business Reply Card]

Building Contractors Association of California, Inc.

121 South Alvarado

Los Angeles 4, California

---

GENERAL COUNSEL'S EXHIBIT No. 24-B

Date: 11/13/49

It is my desire to sign and avail myself to the benefits of the Collective Bargaining Agreement between the Building Contractors Association of California, Inc., and the Building Trades Councils of the American Federation of Labor, by affixing my signature to this card in lieu of the Master Contract which I agree to sign when presented to me.

Firm Name: Pardee Construction Co.

/s/ By J. D. Pardee

Phone: BR 25498

Address: 10639 Santa Monica Blvd.

License No.....

Classification: B1

[Business Reply Card]

Building Contractors Association of California, Inc.

115 South Alvarado

Los Angeles 4, California

\* \* \* \* \*

CLARENCE A. DOWDALL

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Heimann): Will you state your name, please? A. Clarence A. Dowdall.

Q. And your address?

A. 3826 Olmstead Avenue, Los Angeles 8, California, in care of Irwin Emerson.

Q. What is your occupation, Mr. Dowdall?

A. Carpenter.

Q. Have you been a member of any labor union within the last four years? A. Yes.

Q. Would you tell us what labor union and what locals you belonged to and the approximate dates? A. In the last four years?

Q. Yes.

A. In the last four years, I belonged to the local in Palm Springs, California, and Anchorage, Alaska.

Q. And when did you belong to the local at Palm Springs?

A. I have also been a member of the local in Pasadena, [909] California, too.

Q. I see. When were you a member of Palm Springs local, approximately?

A. Well, I first cleared in Palm Springs about eight years ago and then I have cleared out of Palm Springs into—I tell you, I cleared in and

(Testimony of Clarence A. Dowdall.)

out of so many locals, I have the dates. I don't know until I look them up. I have all the records.

Q. Let's just take the California locals.

A. All right.

Q. Do you know how long you were a member of Palm Springs local?

A. About eight years, well, say, yes, the Palm Springs local.

Q. Well, you said you cleared into the Palm Springs local about eight years ago.

A. That's right.

Q. Then if you were a member for eight years, it would be until very recently, at least?

A. Yes, sir, I cleared out of the local in Palm Springs in November of '52, cleared into Pasadena, California.

Q. I see. How long were you a member of Pasadena local?      A. Four months.

Q. Four months?

A. I cleared back into Palm Springs.

Q. After that you cleared back into Palm Springs? [910]      A. Yes.

Q. About how long?      A. One week.

Q. And after that?

A. I cleared out of there and went to Anchorage, Alaska.

Q. Did you clear into the Anchorage local?

A. Yes, sir, and I'm still a member of the local in Anchorage, Alaska.

Q. In other words, from that time on you have been a member of the Anchorage local without fur-

(Testimony of Clarence A. Dowdall.)

ther interruptions? A. Yes, sir.

Q. Now, in December of 1953 did you go to the job site, or, to a job site of the Pardee Construction Company? A. I did, yes, sir.

\* \* \* \* \*

Q. (By Mr. Heimann): And would you tell us what events happened that caused you to go there?

\* \* \* \* \*

The Witness: Mr. Dockery called me and asked me if I was interested in going to work.

Q. (By Mr. Heimann): When was that?

A. December, the morning of December 3rd. I told him I was.

Mr. Nicoson: I'm going to object now further to any conversations he had with Dockery on the grounds hearsay, not binding upon respondents.

Trial Examiner: Overruled.

The Witness: I told him, yes, I wanted to go to work so Mr. Dockery said, "Well, I believe I have a job for you."

Mr. Garrett: Move to strike it on the grounds it is hearsay.

Trial Examiner: Overruled. Motion to strike denied.

Mr. Nicoson: May we have a continuing objection?

Trial Examiner: You have a continuing objection on the ground it is hearsay. For the record, the objection is overruled.

Q. (By Mr. Heimann): Go ahead.

A. Mr. Dockery came and got me and we went

(Testimony of Clarence A. Dowdall.)

to the job site the morning of December 3rd. He introduced me to a Mr. Lancaster, a superintendent. I talked with Mr. Lancaster about a job and he told me yes. \* \* \* \* \* [912]

Q. (By Mr. Heimann): You say you saw Mr. Lancaster. Do you know who Mr. Lancaster was?

A. Mr. Dockery introduced me to him as the superintendent of the Pardee Construction Company.

Q. Did you have a conversation with Mr. Lancaster?      A. Yes, I did, yes, sir.

Q. Who was present?      A. Mr. Dockery.

Q. Anyone else?

A. Mr. Lancaster and myself. [913]

\* \* \* \* \*

Mr. Garrett: Objection on the further ground hearsay as to these respondents.

Mr. Nicoson: May our objection continue to the entire conversation?

Trial Examiner: You have a continuing objection to the conversation with the participants last named by the witness and, for the record, the objection is overruled.

Q. (By Mr. Heimann): Before I repeat the question, will you tell us where the conversation took place?

A. On Sunset, I remember the number, 14—I don't remember exactly the job site.

Q. What community, if you know?

A. Sunset Boulevard, clear the west end of Sunset Boulevard.

(Testimony of Clarence A. Dowdall.)

Q. Do you know whether Sunset Boulevard runs through Hollywood and West Hollywood and several other communities, do you know which one it was or was it in Los Angeles proper, if you know?

A. I don't know exactly where it was. I know exactly where it was but I don't remember the address.

Q. All right. Would you tell us what you said, what Mr. Dockery said and what Mr. Lancaster said, if anything? \* \* \* \* \* [914]

The Witness: Mr. Dockery introduced me to Mr. Lancaster and so Mr. Lancaster told us that he needed a couple carpenters so after talking with him, why, he decided to hire me. \* \* \* \* \* [915]

Q. (By Trial Examiner): Mr. Dowdall, in reference by Mr. Lancaster to his needs, if any, for carpenters, as you now recall it, is your knowledge of it based upon what Mr. Dockery told you about an earlier conversation or is it based upon what you heard Mr. Lancaster say?

A. Mr. Lancaster, as I say, Mr. Dockery came to my house and got me and taken me out and Lancaster told me that he could [916] use me as a carpenter, needed a couple carpenters.

Q. That statement was made to you?

A. Yes, sir.

Q. At the time and place you indicated?

A. When I was out there.

Q. What reply did you or Mr. Dockery then make to Mr. Lancaster?

(Testimony of Clarence A. Dowdall.)

A. I told Mr. Lancaster that I was ready to go to work as a carpenter. So he asked me if I belonged to the union and I told him yes. So he told me, he said, well, before, he asked me where my membership card was and I told him in Anchorage.

And he said, "Before you're available to go to work on this job, you must go down to Local 1400 and get a work order, or a permit, and clear through the local before you can go to work on this job." [917]

\* \* \* \* \*

The Witness: So he written a request and I taken it to Local 1400.

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a paper that has just been marked——

A. Yes, sir, that is the one.

Q. Just a minute. ——that has just been marked G.C. 27 for identification and I ask you if that is the request that you were just talking about.

A. Yes, sir, that is the request. [918]

\* \* \* \* \*

Mr. Nicoson: We object to the document, first, on the grounds there is no proper foundation having been laid; secondly, hearsay with respect to these respondents; third, the document is not in its original state having been altered by the witness; it is incompetent, irrelevant and immaterial, it is conclusionary, hearsay and not the best evidence.

(Testimony of Clarence A. Dowdall.)

Trial Examiner: Objection overruled. General Counsel's 27 will be received.

Mr. Nicoson: Your Honor, perhaps you didn't quite follow my objections closely but there isn't any proof here that that is Lancaster's signature.

Trial Examiner: I'm aware of whatever infirmities may be in the document but I think it is sufficiently identified to warrant its receipt in evidence.

(The document heretofore marked General Counsel's Exhibit No. 27 for identification was received in evidence.) [920]

Direct Examination—(Continued)

Q. (By Mr. Heimann): Mr. Dowdall, you said that you inserted, or you put on this document which is G.C. 27 a matter in the lower left-hand corner? A. Yes, I did.

Q. Would you tell us exactly what you put on so that we know which matter you put on?

\* \* \* \* \*

The Witness: "Dated by C. Dowdall, December 2, 1953." But I want to say that when I dated——

\* \* \* \* \*

The Witness: That should have been dated December 3rd. [921]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Dowdall, other than these words you have just related, who put on the writing on G.C. 27?

\* \* \* \* \*

(Testimony of Clarence A. Dowdall.)

The Witness: As I get it straight, he wants to know who written it and all that?

Trial Examiner: Let the record show that the witness in directing a question to the Trial Examiner inquires whether the question relates to the body of General Counsel's 27 exclusive of the material previously indicated in the lower left-hand corner.

The answer to your question is, yes, that is what the question refers to.

The Witness: Yes, Mr. Lancaster written this.

Q. (By Mr. Heimann): Now, you stated that the date should not be the date that you put on or some words to that effect. Will you explain that further? [922]

\* \* \* \* \*

The Witness: Yes, when I dated that I put December 2nd, 1953, which I should have put December 3rd, 1953, on a Thursday.

Q. (By Mr. Heimann): Would you tell us why it should be December 3, 1953?

\* \* \* \* \*

The Witness: Because I was out there on the job on the 3rd when Mr. Lancaster written it. [923]

\* \* \* \* \*

Q. (By Mr. Heimann): After Mr. Lancaster handed you G.C. 27, Mr. Dowdall, did you have any further conversation with Mr. Lancaster?

A. No.

Q. Would you tell us what you did then? [924]

(Testimony of Clarence A. Dowdall.)

A. We came down to Local 1400 and met Mr. Bill Savage.

Trial Examiner: When you say "we," who would that mean?

The Witness: Mr. Dockery and I.

Q. (By Mr. Heimann): And where was that? Where did you meet Mr. Savage?

A. In the union hall on Santa Barbara, I believe, on Santa Barbara Boulevard.

Q. What town? A. Santa Barbara.

Q. Pardon?

A. I guess Santa Barbara—Santa Monica.

Q. And then on what boulevard?

A. Seems like to me Santa Monica Boulevard.

Trial Examiner: Just a minute. If we are going to have conversation outside, did you have any conversation with Mr. Savage at that place and at that time?

The Witness: Yes, I told him I——

Q. (By Mr. Heimann): Just a minute. Who was present at that time at that conversation?

A. Mr. Dockery, Mr. Savage, myself.

Q. And would you tell us who said what during that conversation?

A. I showed——

Mr. Nicoson: Object, I don't believe he's given the time.

Trial Examiner: He has not. Do you recall when this occurred? [925]

The Witness: I would say about 2:00 p.m.

Trial Examiner: On what day?

(Testimony of Clarence A. Dowdall.)

The Witness: Thursday, December 3rd, 1953.

Trial Examiner: Very well.

Q. (By Mr. Heimann): Now, would you tell us who said what during that conversation?

A. Mr. Dockery said to Mr. Savage, "We have work orders for Pardee Construction job."

We showed him our work orders, wanted him to write——

Q. Just a minute. When you refer to "work orders," what do you mean by that?

A. Work clearance.

Trial Examiner: What did you show him, specifically?

The Witness: We showed him this piece of paper.

Trial Examiner: Let the record show the witness indicates General Counsel's 27.

Q. (By Mr. Heimann): Was there any other paper you showed him?

A. Yes. Mr. Savage wanted to know where my membership card was, if I belonged to the union. I told him yes. [926]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Dowdall, did you see whether Mr. Dockery showed Mr. Savage a document?      A. Yes.

Q. What did you see him show to Mr. Savage?

A. He showed him his written request for work order to the job.

Mr. Nicoson: I object to that, move to strike on the ground no testimony of this witness that

(Testimony of Clarence A. Dowdall.)

he had a work order; secondly, if there was such a document, that is the best evidence of what he handed him.

Mr. Heimann: Mr. Examiner—

Mr. Nicoson: On the further grounds that no foundation laid that this fellow knows what's on that piece of paper that Mr. Dockery had.

Mr. Heimann: Mr. Examiner, I may be wrong in my recollection but my recollection is that Mr. Dockery testified on that matter so that is in the record. I can look it up if you wish.

Mr. Nicoson: He didn't have any written document to put in there.

Mr. Heimann: No, he did not.

Trial Examiner: Let's look at the record.

Mr. Heimann: It starts on Page 120. I didn't look any further yet. [928]

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Objection overruled.

Mr. Nicoson: While we are on the record, it may be interesting to point out your Honor to a couple objections that were made and sustained by the prior Trial Examiner with respect to the conversation between Mr. Dowdall and Mr. Dockery. I just call it to your attention to show the inconsistency of the rulings of the Trial Examiners.

Trial Examiner: The present objection is overruled. I'm satisfied that the record with respect

(Testimony of Clarence A. Dowdall.)

to Mr. Dockery's testimony as to his conduct at the union hall warrants overruling of the present objection.

Mr. Nicoson: We want to object at this time to the testimony of this witness with respect to what happened in the union hall on the grounds it is hearsay as to the District Council of Carpenters.

Trial Examiner: Overruled. [929]

\* \* \* \* \*

Q. (By Mr. Heimann): Now, continue and tell us what was said by Mr. Savage, Mr. Dockery and yourself, if anything.

A. I showed Mr. Savage my due book, showing that my dues were paid through March, 1954, in Anchorage, Alaska. \* \* \* \* \* [930]

Q. (By Mr. Heimann): Mr. Dowdall, do you know what your status was at that time regarding your membership in the Anchorage local?

\* \* \* \* \*

The Witness: My membership was paid through March, 1954, at Anchorage, correct.

Mr. Garrett: Objected to as hearsay as to these [931] respondents, not the best evidence.

Trial Examiner: Objection overruled.

Q. (By Mr. Heimann): Did you have your dues book with you, Mr. Dowdall?

A. Yes, sir.

Mr. Heimann: At this time I would like to make the dues book available for the inspection of re-

(Testimony of Clarence A. Dowdall.)

spondents' counsel. May the record show that that is being done?

Will you pull it out and show it to them?

Trial Examiner: The record will so show.

Mr. Nicoson: May this be marked for identification so that the record will show what we are looking at?

Trial Examiner: The record shows we are looking at the book produced by Mr. Dowdall.

Mr. Nicoson: It doesn't yet.

Trial Examiner: If it didn't, it does now.

Mr. Nicoson: You have objections to having it marked for identification?

Trial Examiner: I see no necessity to encumber the document with markings. Essentially, what we have here at this time is the witness testifying from personal knowledge as to his paid-up status in the labor organization. Now, if his knowledge is also reflected in the written document in his possession, the production of that document may buttress his testimony with respect to his personal knowledge [932] but it does not necessarily constitute evidence which would have to be received as preferable to his personal knowledge.

Essentially, it appears to be a document which could be used to refresh his recollection. As such, a document used to refresh recollection does not have to be identified and be shown in the record by identification number.

Mr. Nicoson: That can be brought up when the document is offered in evidence.

(Testimony of Clarence A. Dowdall.)

Mr. Heimann: May I say that it be read into evidence rather than having it marked for identification?

Mr. Nicoson: All we are asking is that it be marked for identification. We are not offering the document yet and what you have said may be applicable upon the offer of this document into the record as a part of the record but to the present time, it hasn't been offered. We simply ask that it be marked for identification.

Mr. Heimann: Mr. Examiner, may I say also that I did not ask the witness to refresh his recollection by that document.

Trial Examiner: No——

Mr. Heimann: And that my single and sole purpose for asking Mr. Dowdall to produce it was lest there be any reflection or intimation in the record that I'm trying to conceal something. I have not intended to have the document identified nor offered in evidence nor have Mr. Dowdall use it for the purpose of recollection. [933]

Trial Examiner: I realize that. Insofar as the document itself would, upon inspection, tend to establish the date to which Mr. Dowdall may be a paid-up member of some labor organization, it would seem to me to be merely corroborative evidence insofar as his personal knowledge is concerned. [934]

\* \* \* \* \*

Trial Examiner: We are elaborating here at great length a matter which in normal proceedings

(Testimony of Clarence A. Dowdall.)

before the Labor Board is normally taken care of by a physical inspection and, if necessary, a reading into the record of the contents of such a document. [935]

\* \* \* \* \*

Trial Examiner: As I view this issue, I don't think that in a situation of this kind the best evidence rule is necessarily applicable because the apparent issue of fact at the moment is the question of Mr. Dowdall's status as a paid up member of Local 1281 at a particular time.

Now, as to that, as I view it, Mr. Dowdall is perfectly capable of testifying as to the fact on the basis of personal knowledge, he having been the individual to allegedly present himself as having paid dues. If an individual is testifying to a fact that he knows as of his own personal knowledge, the fact that the circumstance may also be evidenced in a written document does not necessarily [939] make the written document the best evidence because we are here interested in facts, not the contents of the document, and the issue to be proved.

Mr. Nicoson: That is your position.

Trial Examiner: I'm stating it for the record, yes.

Mr. Nicoson: I just don't want our silence to mean we concur.

Trial Examiner: I just don't so construe. I want the opportunity to finish my statement. I will have it.

Under the circumstances, I believe the record will

(Testimony of Clarence A. Dowdall.)

show that I indicated upon an objection timely made by respondents that while I did not concur in the objection on the grounds stated by Mr. Garret, counsel might wish to consider whether or not other independent evidence bearing upon the issue of Mr. Dowdall's paid-up status in 1281 was available and might be offered in this proceeding. Thereafter, the record will show the witness was asked to produce his dues book purportedly indicating certain dues payment to 1281.

Now, with respect to the issue of fact, I view the dues book not as the best evidence with respect to dues payments but merely as additional evidence of a corroborative character with respect to dues payment to whatever extent it may reveal such dues payments. [940]

\* \* \* \*

Q. (By Mr. Heimann): Mr. Dowdall, would you continue with your testimony relating to the discussion between Mr. Savage, Mr. Dockery and yourself? \* \* \* \* \*

The Witness: Well, I think I got as far as I showed to Mr. Savage my paid up dues, hadn't I?

Q. (By Mr. Heimann): Yes, I believe that is right. \* \* \* \* \*

The Witness: In showing him my work order to go to work on——

Trial Examiner: In order to avoid confusion in this record, let me say, Mr. Dowdall, that I [942] have been apprised by reading the record up to this point, specifically, the testimony of Mr. Dockery,

(Testimony of Clarence A. Dowdall.)

that there is some technical significance to be attached to the phrases "clearance, work order, work permit" and so on. And in order to avoid difficulties and confusion, I would like us to be as specific as possible in referring to these particular documents.

What do you refer to when you say that you showed him this "work order"?

The Witness: That is what I showed him, a request for work order as the superintendent requested.

Trial Examiner: Let the record show that the witness indicates General Counsel's 27.

I suggest that we call that Mr. Lancaster's request rather than giving it any special title which may be confusing the record.

The Witness: After showing Mr. Savage my request for work order, showing my dues had been paid in Anchorage, Alaska, he said before I could go to work in this jurisdiction that I would have to go down to the District Council which is down here on Maple, Seventh and Maple, I believe, and get a work permit from them. So Mr. Dockery and I left.

Q. (By Mr. Heimann): Just a minute. Did Mr. Savage say anything else to you?

A. Mr. Savage said we would have to go down and get a permit from them and then come back and he would send us out to the [943] job, that he would write us——

Q. Did he say anything else about the procedure

(Testimony of Clarence A. Dowdall.)

followed—— \* \* \* \* \*

The Witness: Not as I recall, no.

\* \* \* \* \*

Q. (By Mr. Heimann): Specifically, did he say anything about registration?

Mr. Garrett: I object to that question as being leading. He is putting words in the witness' mouth.

Trial Examiner: I have overruled the objection on the ground that the witness has indicated his recollection is exhausted.

Mr. Nicoson: Yes, but, your Honor, that isn't the proper way to refresh the witness' recollection after the indicated exhaustion by putting the specific answer in his mouth.

Trial Examiner: You have your error.

Mr. Nicoson: We certainly do.

Trial Examiner: Very well. [944]

\* \* \* \* \*

The Witness: No, sir, he did not at that time.

Q. (By Mr. Heimann): Would you tell us what you did then?

A. Mr. Dockery and I left and went out to Mr. Dockery's home. We did not go to the Labor Temple that day because we thought it was too late and we wouldn't have time to come down before the office was closed.

Mr. Nicoson: Move to strike what the witness thought as being not responsive, purely a voluntary statement on the part of the witness.

Trial Examiner: Motion to strike denied.

Mr. Nicoson: You mean the mental observations

(Testimony of Clarence A. Dowdall.)

from the witness are going to get in in the absence from and apart of respondents——

Trial Examiner: I think the matter entirely immaterial. Let's go ahead.

Mr. Nicoson: Let the record show we resent the surly remarks of the Trial Examiner which now have been made in an angry tone.

Trial Examiner. The record will so show. Let's proceed.

The Witness: Mr. Dockery and I left the Labor Temple and went out to Mr. Dockery's home, as we did, as we would not have time to go down to the Labor Temple and get out to [945] the union hall before 4:00 o'clock. It would be closed so we decided to wait and go early Friday morning.

\* \* \* \* \*

Q. (By Mr. Heimann): Did you do so on Friday morning?

A. Mr. Dockery, Mrs. Dockery and I got up to Friday morning——

Q. Who got up to Friday morning, will you repeat?

Trial Examiner: It's in the record, I assume.

The Witness: Mr. Dockery, Mrs. Dockery and myself.

Q. (By Mr. Heimann): I see.

A. Got up to Friday morning, drove to the Labor Temple down here on Ash Street—well, it's about——

Mr. Nicoson: Let's have what he said.

The Witness: Well, it's a couple streets over

(Testimony of Clarence A. Dowdall.)

here, I forget what the name of it is now, Maple Street, 700 block on Maple Street.

Q. (By Mr. Heimann): Would you tell us——

A. We went there on a Friday morning. We went up to about the seventh floor to the District Council's office. We showed the lady that came to the desk to wait on us our work order. We told her that Mr. Savage from Local 1400 had requested us to come here and get a work permit.

Trial Examiner: When you say "we told her," did you both——

The Witness: Mr. Dockery and I. [946]

Trial Examiner: ——did you both speak?

The Witness: I would say I spoke for myself.

\* \* \* \* \*

The Witness: So we showed the lady, I showed the lady my due book.

Q. (By Mr. Heimann): Do you know the name of the lady?      A. No, I do not.

Q. Where was the lady?

A. In the office of the District Council.

\* \* \* \* \*

Q. (By Mr. Heimann): Do you know what District Council?

A. District Council of Carpenters, AFL.

Q. Do you know of what area?

A. Los Angeles County.

Q. All right. Would you continue to tell us your conversation with the lady?

A. I gave the lady my due book. She had [947] taken it and went into another office and in about

(Testimony of Clarence A. Dowdall.)

15, 10 minutes she came back, handed me back my due books, also, a permit card stating good for work in 30 days.

Mr. Nicoson: Object to what the permit stated. Move to strike. Obviously it is a written document and he is trying to interpolate it, not the best evidence, no showing it is available for the best evidence.

Trial Examiner: If you had looked across the table, you would see it coming in right now.

Mr. Nicoson: In order to come in in the proper fashion is what I'm talking about.

Trial Examiner: Very well, objection overruled.

Mr. Heimann: Will you mark this next in order, please?

(Thereupon the document above-referred to was marked General Counsel's Exhibit No. 28 for identification.)

Q. (By Mr. Heimann): Mr. Dowdall, I show you a document that has just been marked G.C. 28 for identification and I ask you if that is the document that you have just referred to.

A. That's right, that is the document.

Mr. Heimann: I offer G.C. 28 for identification in evidence.

Mr. Garrett: Now, wait a minute. Let's see the original. We are going to object to its introduction on the ground that no proper foundation has been laid, that it's hearsay as to both of these respondents, that it does not appear authentic [948] in the, it contains no signature and is, therefore, not en-

(Testimony of Clarence A. Dowdall.)

titled to admission in view of the fact that the foundation for an unexecuted document has not been laid, hearsay as to the respondent, Local 1400, and not the best evidence.

Trial Examiner: Objection overruled. General Counsel's 28 will be received in evidence.

(The document heretofore marked General Counsel's Exhibit No. 28 for identification was received in evidence.)

[See page 598.]

\* \* \* \* \*

Mr. Heimann: Mr. Examiner, pursuant to your direction, I have secured amended complaints and I offer the amended complaint in evidence now and at the same time want to serve counsel for respondents, or, rather, serve respondents through their counsel.

What's the next number?

Trial Examiner: I suggest it be marked 1-NN.

(Thereupon the document above-referred to was marked General Counsel's Exhibit No. 1-NN for identification.)

Mr. Heimann: I now offer General Counsel's 1-NN in evidence.

Mr. Nicoson: Let the record show we have heretofore stated objections to the amendment. That is, orally offered by Mr. Heimann and for convenience, we'd like to state the same objections, same arguments to the receipt of this document. I assume the ruling is the same.

Trial Examiner: Very well. For the record, the

objections as incorporated at this point by reference are overruled and General Counsel's 1-NN will be received in evidence as a copy of the complaint as amended.

(The document heretofore marked General Counsel's Exhibit No. 1-NN for identification was received in evidence.) \* \* \* \* \*

CLARENCE A. DOWDALL

Direct Examination—(Continued)

Q. (By Mr. Heimann): Mr. Dowdall, will you tell us what, if anything, happened after you received the temporary working card which is G.C. 28?

A. The lady give it to me and she said, "Mr. Dowdall, that will be \$3.00."

So I gave the lady \$3.00 and she gave me the receipt. \* \* \* \* \*

Q. (By Mr. Heimann): I show you a document that has just been marked G.C. 29 for identification and I ask you if that is the receipt that you just referred to.      A. It is.

Q. I call your attention to the writing on the back of that receipt and I ask you who put that on.

A. I put it on.

Q. Other than the writing on the back, did you put anything on that receipt?      A. No, sir.

Q. Is the receipt in its present form in the [951] same form, in the same form in which it was handed to you other than for the writing on the back?      A. It is. \* \* \* \* \* [952]

Q. (By Mr. Heimann): Mr. Dowdall, would you tell us again if you have done so before, other-

(Testimony of Clarence A. Dowdall.)

wise, anew, how you came into the possession of this document which is G.C. 29 for identification?

\* \* \* \* \*

The Witness: The lady at the counter of the Council of Carpenters handed this to me at the same time that I gave her \$3.00.

Q. (By Mr. Heimann): Is that the same lady that you testified about before the noon recess?

A. That's right, yes.

Q. Did she say anything when she handed you the document? [954]

\* \* \* \* \*

The Witness: She said it would be \$3.00 so I gave her the \$3.00 and she handed me this receipt.

Q. (By Mr. Heimann): Did you see where the lady got the document from, if anywhere?

\* \* \* \* \*

The Witness: She came out of a private office in the room.

Q. (By Mr. Heimann): Was the document all filled in when she came out of the office?

\* \* \* \* \*

The Witness: Yes.

Mr. Heimann: I have no further questions.

Trial Examiner: On the basis of the entire record up to this point, I assume you press the same objections as previously made?

Mr. Garrett: We do.

Trial Examiner: Very well, objection is overruled. General Counsel's 29 will be received in evidence.

(Testimony of Clarence A. Dowdall.)

(The document heretofore marked General Counsel's Exhibit No. 29 for identification was received in evidence.) [955]

[See page 598.]

\* \* \* \* \*

Q. (By Mr. Heimann): Would you tell us what you did then after this occurrence at the District Council?

A. Mr. Dockery, Mrs. Dockery and I drove to the Carpenter's hall Local 1400 in Santa Monica. We arrived there 12:00 o'clock. Mr. Savage was not in his office so we stepped into a little cafe and drank coffee and Mr. Savage happened to be in there so we waited until after he got through with his coffee. Then we went back to the office of the Labor Temple.

Q. By the way, you said about 12:00 o'clock, do you remember the date?

A. That was Friday, December 4th, 1953. I believe it was the 4th.

Q. You believe it was the 4th?

A. Yes, it was the first Friday in December, I know that. [957]

Q. I see. The calendar shows the first Friday in December to be December 4th.

Trial Examiner: Officially noted.

Q. (By Mr. Heimann): That was the same date or was it the same date as the date that you were at the District Council and the same date on which you received G.C. 28 and G.C. 29?

A. That's correct.

\* \* \* \* \*

(Testimony of Clarence A. Dowdall.)

Q. (By Mr. Heimann): Would you continue to tell us what happened, if anything?

A. We left the cafe and went back to the Labor Temple. Mr. Savage at that time went in his office so we, I showed Mr. Savage my permit, from the District Council.

Q. Excuse me a minute, where did you say that happened? [958]

A. The Labor Temple office of 1400, Santa Monica.

Q. Is that generally referred to as the Labor Temple? \* \* \* \* \*

The Witness: Yes, sir.

Q. (By Mr. Heimann): All right, will you tell us what happened after you saw Mr. Savage?

A. I showed Mr. Savage my request to go to work and, also, my temporary working card that I got from the District Council. He informed me, he says, he would not send me out on that job, that I would have to wait and see Mr. O'Hare. I asked him what, when Mr. O'Hare would be back and he said about 4:00 p.m. So I waited, Mr. Dockery, Mrs. Dockery and I waited until 4:00 p.m. until Mr. O'Hare arrived.

Q. At that time did you have any further conversation with Mr. Savage?

A. No, I did not. \* \* \* \* \* [959]

Q. On that occasion did Mr. Savage mention anything about registration list?

A. No, sir, he did not.

Q. Will you tell us where you waited for Mr. O'Hare?

(Testimony of Clarence A. Dowdall.)

A. I waited on the parking lot at the union hall. Mr. Dockery, Mrs. Dockery and I.

Q. Did you see Mr. O'Hare on that day?

A. No, sir, not at that time, no.

Q. I asked on that day.

A. On that date, yes, later.

Q. Approximately what time did you see him?

A. 4:00 o'clock.

Q. Where was that?

A. In his office at the Carpenter's hall, Labor Temple.

Q. Santa Monica or Los Angeles?

A. Santa Monica. [962] \* \* \* \* \*

Q. Who was present?

A. Mr. Dockery, Mr. Savage, Mr. O'Hare and later a Mr. Sam Mazurek came in the office.

Q. Was there any conversation at that time?

A. Yes

Q. Would you tell us who said what during that conversation?

A. Mr. Dockery spoke to Mr. O'Hare and we both showed him our work requests and our temporary working permits and told him we would like to be cleared to the Pardee Construction Company's job. This he refused. I asked him—— [963]

\* \* \* \* \*

Trial Examiner: Instead of saying he refused, give us your present impression of the sense of what he said, can you now tell us as best you can recall exactly how he phrased it or as close as you can recall as to how he phrased any statement he may have made.

(Testimony of Clarence A. Dowdall.)

The Witness: He said he wasn't going to send us to the job. [964]      \* \* \* \* \*

Q. (By Mr. Heimann): Was there any further conversation, did anybody present say anything else at that time?

A. I asked him why he was not going to send us. He said, in the first place, he says, "You men had no business going out to the job soliciting your own jobs." He says, "I'm going to prefer charges against you and fine you for doing it." He says, "I'm also going to prefer charges against the superintendent," he says, "for writing those requests for you boys to be cleared to the Pardee Construction Company job."

Q. Was there any further conversation that you remember now?

A. I asked him why. He said, asked me if I had ever worked for this company before. I told him no. He says, "We have an agreement that you are supposed to work on that job within the last ten years." So he handed me one of those agreements.

Q. You say he handed you one of the agreements?

A. That's right. [965]      \* \* \* \* \*

Q. (By Mr. Heimann): Did you or Mrs. Dockery or Mr. Dockery or Mr. O'Hare or any of those present say anything else that you remember now?

A. I asked Mr. O'Hare what I was supposed to do in order to go to work here. He informed me they had a list there at the Labor Temple that I could put my name on that list, my telephone number, and he says, "I will call you when your turn comes to go to work."

(Testimony of Clarence A. Dowdall.)

So Mr. Savage gave me the list and so I signed my name and telephone number on the list.

Q. Would you describe that list, if you can?

A. My best recollection, it was a sheet of [966] white paper about 8 by 12 with about 25 or 30 names on it. And I think, I signed it. As near as I remember, my number was 87, 89, something like that.

Trial Examiner: Was there more than one such sheet?

The Witness: No, just one sheet of paper, one sheet of paper.

Q. (By Mr. Heimann): I'm not sure if I got your testimony correctly. About how many names did you say were on it?

A. There were about twenty-five, six, seven, something along there on this one sheet of paper.

Q. Were these names, were there numbers there?

A. Yes, there were numbers in front of the names.

Q. Do you know about what the first number was on that sheet?

A. No, I did not notice.

Q. Do you know whether it started with one?

A. No, I do not.

Q. Did you sign after the last name that was on that list or did you leave an empty space?

A. No, I signed after the last name that was signed on the list.

Q. And you say your number was about what?

A. 87, 88, somewhere along in the 80's, if I remember.

(Testimony of Clarence A. Dowdall.)

Q. Was anything else said at that time by any of the persons present?

A. Mr. O'Hare made the remark, he says, [967] "You men are a good deal like the soldier just came in here." He said, "He came in here and wanted right out to work, wanted to go right out to work." and he says, "he wouldn't let him so he says he is going down to V.F.W. and report us. So I told him to go ahead, I didn't care."

Q. Anything else?

A. He didn't use very nice language to tell about.  
\* \* \* \* \*

Q. (By Mr. Heimann): Can you tell us the general tone of voice in which he made any or all of these remarks?

\* \* \* \* \*

The Witness: He used a very cross, loud voice talking to us.

Q. (By Mr. Heimann): Now, did anything else occur at that time, if you remember?

A. During our conversation, when I showed him my request to go out to, this job, he said he was going to prefer charges against me and fine me. He called in someone that was out in the Carpenter hall. I'm not sure who it was. He had an [968] office as near as I were in the other corner of the building to verify these requests because he said he wanted him as a witness because he was going to prefer charges against us and fine us for going out and soliciting our own jobs.

Q. Now, was that about the end or did anything else happen?

(Testimony of Clarence A. Dowdall.)

A. That was about the end, if I recall now.

Q. And did you leave then?

A. Yes, I left. [969] \* \* \* \* \*

Q. (By Mr. Heimann): Mr. Dowdall, you testified before that Mr. O'Hare had asked if you had worked for Pardee before, is that correct?

A. Yes, sir.

Q. Did he ask you any other questions regarding your prior work record? [976]

A. No, sir.

Q. Did he ask you whether you had worked in the jurisdictional area of Local 1400 before?

A. No, sir.

Q. After that time, did you go to Palm Springs?

A. Yes.

Q. When did you go to Palm Springs?

A. I made two or three trips to Palm Springs along about the 20th of December, the last of December, the first of the year, I made three trips to Palm Springs.

Q. And for what purpose did you go?

A. Looking for employment.

Q. Did you find any employment at that time?

A. No, I did not.

Q. What did you do then after you didn't find employment?

A. I decided to go to Indio, California, and sign up for my unemployment.

Q. You say you decided to do that——

A. Yes.

Q. Did you do that?                      A. I did.

(Testimony of Clarence A. Dowdall.)

Q. When was that?

A. About the first, in the first part of November, 1954.

Q. First part of November?

A. January, January, January, about the 5th, I believe, or [977] 6th, somewhere in there.

Q. All right. And what happened at the Unemployment Compensation Office in Indio?

\* \* \* \* \*

The Witness: Yes, I wanted to sign up for my unemployment compensation and the man asked me at the office if I belonged to a union and I told him yes. He wanted to, so I showed him my due book that I had and he explained to me, he says that I would have to go to some union and sign up and that the business agent would give me a number and, he says, when this business agent gives you this number, you bring it back to me and, he said, "I will let you and permit you to sign up for unemployment compensation."

So he asked me where I live and I told him Palm Springs. So I went to Palm Springs to sign at the union hall and get the [978] number and bring it back to him.

Q. (By Mr. Heimann): All right, did you go to Palm Springs then?

A. Yes, I did, I went to the union hall in Palm Springs.

Q. When was that?

A. That was on the 1st and 7th.

(Testimony of Clarence A. Dowdall.)

Q. Pardon? A. 1st and 7th of '54.

Q. The 1st and the 7th?

A. First month and 7th day.

Mr. Garrett: We renew our motion to strike that the compensation, the unemployment compensation is incompetent, irrelevant and immaterial, no proper foundation, hearsay as to these respondents.

Trial Examiner: Objection overruled. Motion to strike denied.

Q. (By Mr. Heimann): Do you know what local that was in Palm Spring to whose office you went?

A. United Brotherhood of Carpenters and Joiners of America, Local 1041, I believe. [979]

\* \* \* \* \*

Q. (By Mr. Heimann): Did you see anyone at the union?

A. Yes, I saw the business agent, Mr. James Adams.

Q. Do you know Mr. Adams?

A. Yes, I do.

Q. And how long have you known him?

A. For, over four years.

Q. And did you have a conversation with Mr. Adams? A. I did.

Q. Was anyone else present?

A. A Mr. Ted Morris. He's recording secretary or financial secretary, I forget which. I don't go to the local enough to even know.

(Testimony of Clarence A. Dowdall.)

Q. Did you have a conversation with Mr. Adams?      A. I did. [980]

\* \* \* \* \*

Q. Did Mr. Morris participate in the conversation?      A. No.

Q. Did he listen in, if you know?

A. I wouldn't say if he listened in or not.

Trial Examiner: Was he within hearing distance?

The Witness: Yes. [981]

\* \* \* \* \*

Q. (By Mr. Heimann): Do you know what Mr. Adams' position was?      A. Business agent.

Q. Pardon?      A. Business agent.

Trial Examiner: You have known him in that capacity?

The Witness: I have known him in that capacity for four years.

\* \* \* \* \*

Q. By Mr. Heimann): Now, will you tell us the conversation, who said what?

A. I told Mr. Adams I had been down to Indio to sign up for my unemployment and the man at the office told me that they had a list there in the union hall that I would have to come back up to Palm Springs and sign the list and he says the business agent, Mr. Adams, will give you a number and he says, "When you get that number, bring it back to me," and, he says, "then I can sign you up." [982]

(Testimony of Clarence A. Dowdall.)

So Mr. Adams, Mr. Adams wasn't going to let me sign the list.

Q. Just a moment. Will you tell us what Mr. Adams said?

Mr. Garrett: May the conclusion go out, Mr. Adams wasn't going to do this?

Trial Examiner: It will be disregarded.

The Witness: Mr. Adams wasn't going to let me sign.

Q. (By Mr. Heimann): Just a minute. Will you tell us what Mr. Adams said as closely as you remember?

A. Mr. Adams said, "That's right." I'm supposed to sign a list and have a number before I register. That is what Mr. Adams told me.

Q. Did he say anything else?

A. Yes, he said, "I will give you a permit and a number but you understand," he says, "you are not going to go to work on this permit here in Riverside County at all because," he said, "I'm not honoring no permits. You have to clear into this local before you can go to work."

I told Mr. Adams, "I didn't ask you for a job. I only asked you for a number so that I could sign up and draw my unemployment insurance."

So he written me a permit. [983]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Dowdall, I show you a document that has just been marked General Counsel's 30 for identification and I ask you if that is the document that you have just referred to.

(Testimony of Clarence A. Dowdall.)

A. That is the document referred to, yes, sir.

Q. Did you see that document being made out?

A. Yes, sir, I saw Mr. Adams write it.

Q. I call your attention to the words on the back of the document, "March 14" then "28" and then "No. 61."

Would you tell us if Mr. Adams wrote any of these words or figures?

A. Mr. Adams written the No. 61.

Trial Examiner: That is, he wrote the phrase which appears on the exhibit as capital N hyphen O period 61?

The Witness: Yes.

Trial Examiner: Very well.

The Witness: That was my number, 61.

Mr. Nicoson: Pardon?

Trial Examiner: "That was my number, 61."

Q. (By Mr. Heimann): And who wrote March 14 and 28?

A. I written March 14 and March 28 myself.

Q. I see. Who filled out the front of that card, if anyone?      A. Mr. James Adams.

Q. Did you see Mr. Adams filling out the front out the card?      A. I did. [984]

Q. And did you see Mr. Adams affix his signature to that document?      A. I did.

Q. Who wrote the figure "5.00" on the left-hand side of the card in front?

A. Mr. Adams wrote that.

\* \* \* \* \*

(The document heretofore marked General

(Testimony of Clarence A. Dowdall.)

Counsel's Exhibit No. 30 for identification was received in evidence.)

[See page 598.]

Q. (By Mr. Heimann): Did anything else happen at that time?

A. I accepted, I had taken the permit and started to go to Indio.

Q. I'm still at the union business office. Did anything else happen there? [985]

A. No, no.

Q. Did Mr. Adams say anything when he handed you the permit? A. He wanted \$5.00.

Q. What did he say?

A. I handed him a \$20.00 bill and he handed me back a ten and a five.

Q. He wanted \$5.00. Did he say he wanted \$5.00 or——

A. Yes, when he handed me that permit, he said, "That is \$5.00, I want \$5.00."

Q. I see. And then you handed him twenty and he handed you back fifteen?

A. I handed him twenty and he gave me fifteen back.

Q. Now, did he say anything else?

A. Not to my recollection, no.

Q. And then you left the union office, is that right? A. Yes, sir. [986]

\* \* \* \* \*

Q. (By Mr. Heimann): Did you go to work after that? You said not for a few days.

A. Not for a few days.

(Testimony of Clarence A. Dowdall.)

Q. Did you find any work after more than a few days?      A. Yes.

Q. How did you find the work?

A. I went to Desert Hot Springs, California, and asked a contractor over there for a job. He hired me and gave me a job.

Q. Do you remember the name of the contractor?

A. No, I don't right now. I have it in my records if you care to have me look in my pocket and find out.

Q. Did you get a job with that contractor right away after you asked for it?

A. Not that same day. He told me it would be about three days before I could go to work.

Q. Did you do anything in those three days?

A. Yes. [987]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Dowdall, do you remember the name of the contractor?

A. Calvin, C-a-l-v-i-n, Mr. Cohen, C-o-h-e-n.

Q. Now, will you tell us what you did during the two or three days that you waited for that job?

\* \* \* \* \*

The Witness: Since Mr. Adams had gave me a No. 61, I decided to go back to Indio and sign up for my unemployment insurance. So when I got to Indio I showed him my number and all——

Q. (By Mr. Heimann): Whom?

A. To the unemployment agency,—— [989]

\* \* \* \* \*

(Testimony of Clarence A. Dowdall.)

Q. (By Mr. Heimann): Will you continue?

A. Yes. I went to the unemployment agency and I wanted to sign up for unemployment insurance and told him Mr. James Adams gave me my No. 61 and before I filled the paper out, I told him that I had been offered a job two or three days ago.

So he said, he said, Mr. Dowdall, if you have been offered a job, you had better not sign up for the unemployment. I informed him that Mr. James Adams told me he wouldn't issue me a work order or permit so I couldn't go to work even if I did have a job.

And he said, "You better go back and tell Mr. Adams I said he was absolutely wrong. He better issue you a work order." [990]

\* \* \* \* \*

Q. (By Mr. Heimann): Did you then go back to Palm Springs?

A. Yes, I went back to Palm Springs.

Q. Did you ever work for Mr. Calvin?

A. No, I never worked for Mr. Calvin.

Q. Did you work for Mr. Cohen?

A. I had never worked.

Q. Did you thereafter?

A. Yes, I worked for them after, yes, but I never worked for them before.

Q. I see. By the way, who was it, Calvin or Cohen that you worked for, or both?

A. Both.

Q. Do you know what that relationship is?

(Testimony of Clarence A. Dowdall.)

A. They are contractors. They are general contractors.

Q. Were they engaged on the same project?

A. Yes. [991]

\* \* \* \* \*

Q. Do you know how long you worked for Calvin and Cohen?

A. I would say five weeks. [994]

\* \* \* \* \*

Q. I see. After you had worked for Calvin and Cohen, did you take another job?

A. Not in Palm Springs at that time. I did later, yes.

Q. And where was that?

A. I came here to Los Angeles and worked in Los Angeles.

Q. When did you come to Los Angeles?

A. I came around the first of March.

Q. Did you work anywhere in February?

A. January and February I worked for Mr. Cohen and Calvin at Hot Springs.

Trial Examiner: Desert Hot Springs?

The Witness: That's right, yes, sir.

Q. (By Mr. Heimann): Did you have any other job in Desert Hot Springs?      A. No. [999]

Q. Did you ever work for Cornelius & Lampan?

A. That was in May.

Q. I see. Would you tell us how you got the job with Cornelius & Lampan?

A. I saw Mr. Cornelius in Desert Hot Springs and I asked him for a job.

(Testimony of Clarence A. Dowdall.)

Q. And was that in May?

A. That was the last of May, yes, 1954.

Q. Now, in January and the time that you got the job at Cornelius and Lampan, were you referred to any job by the Carpenters Union?

A. No, sir.

Q. How did you work for Cornelius & Lampan?

A. Two weeks, I believe.

Q. During those two weeks, did you see any union official?

A. I saw Mr. James Adams at a distance.

Q. Is that the first union official you saw during the time that you worked for Cornelius & Lampan?

A. It is.

Q. Did you ever see Mr. Roy Lee during the time you worked for Cornelius & Lampan?

A. Yes.

Q. And when did you see him?

A. Oh, sometime in May. [1000]

Q. Is that the closest you can fix it?

A. Yes, it is.

Q. I see. Where was it?

A. In his home in Palm Springs.

\* \* \* \* \*

Q. (By Mr. Heimann): Who was present during that conversation with Mr. Lee?

A. Mr. Lee and his mother and I.

Q. And his mother again?      A. Yes.

Q. Anybody else?      A. No. [1001]

Q. Did you talk about your work or anything pertaining to your work?

(Testimony of Clarence A. Dowdall.)

A. I told Mr. Roy Lee that I had a prospect of a job of going to work for Mr. Cornelius and Lampan and I told him, I said, "I want to keep straight with the union here so I can go to work."

I showed Mr. Roy Lee my due book that I was paid up in Anchorage, Alaska, so he written me a permit and gave it to me which entitled me to go to work for Mr. Lampan and Cornelius.

\* \* \* \* \*

Q. (By Mr. Heimann): Where did Mr. Lee write that permit?

A. In Mr. Roy Lee's home in Palm Springs.

Q. And was there any conversation at that time that he gave you that permit either shortly before or shortly thereafter?

A. It was on a Sunday and Mr. James Adams, the business agent, wasn't, I don't know where he was, in Sacramento, someplace on business on some Carpenters convention, and he, Mr. Roy Lee was the acting business agent at that time.

Q. And was there any conversation?

A. Not that I recall now.

Q. You don't recall what the conversation was if there was any?      A. Yes. [1002]

\* \* \* \* \*

Q. (By Mr. Heimann): I show you a document that has just been marked G.C. 31 for identification and I ask you if that is the document that you just referred to.      A. Yes, sir.

Q. I direct your attention to the document, to

(Testimony of Clarence A. Dowdall.)

the back of that card and I ask you who, if anyone, put the writing on the back.

A. I put the writing on there.

Trial Examiner: All of it?

The Witness: Yes, all of it.

Q. (By Mr. Heimann): That was going to be my next question.

A. I don't know what it means now, just an address of some place.

Q. All right, I call your attention to the writing in front of the card and ask you who put that writing there.

A. Mr. Roy Lee.

Q. All of it? A. Yes, sir.

Q. Did you see Mr. Roy Lee sign the card?

A. I did.

Q. Did you see him put all the other writing there?

A. Yes, sir. [1003]

Q. Did you see him put the sign and figures \$5.00 there?

A. Yes, sir.

Q. Did you pay him anything for it?

A. \$5.00.

Q. Did he ask you for it? A. Yes, sir.

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 31 for identification was received in evidence.)

\* \* \* \* \*



Not to be issued for more than 15 days on applications.

MAISON 9-1987

LOS ANGELES COUNTY  
DISTRICT COUNCIL OF CARPENTERS  
ROOM 602 LABOR TEMPLE  
TEMPORARY WORKING CARD

DATE DECEMBER 3, 1953ISSUED TO CLARENCE DOWDALLACCOUNT OF TommyNOT GOOD AFTER JANUARY 3, 1954BY R. E. THOMAS, SEC'y.

CONTACT THE STEWARD WHEN REPORTING ON A JOB

## NATIONAL LABOR RELATIONS BOARD

Docket No. 21-CB-548 etc OFFICIAL EXHIBIT NO. G.C. 28

Disposition { Identified ✓  
Received ✓  
Rejected ✓

In the matter of James W. Bro. of C. & J.  
Date 12/13/54 Witness Dowdall Reporter Adm.

No. Pages

A 10120

Date 12/7/53

This is to Certify

That C. Dowdall has paid intoLOCAL No.        Los Angeles County District  
Council of Carpenters:Assessment \$        Clearance Card \$ ✓on Application        Dues       By R. E. THOMAS Agt. Total \$ 3.00

OH.

## NATIONAL LABOR RELATIONS BOARD

Docket No. 21-CB-548 etc OFFICIAL EXHIBIT NO. G.C. 29

Disposition { Identified ✓  
Received ✓  
Rejected ✓

In the matter of J. 1400 In Bro. of C. & J.  
Date 12/13/54 Witness Dowdall Reporter Adm.

No. Pages

SAN BERNARDINO AND RIVERSIDE COUNTIES'  
DISTRICT COUNCIL OF CARPENTERS  
SAN BERNARDINO, CALIFORNIA

## TEMPORARY WORKING CARD

Date 1-7-54Issued to Clarence DowdallAccount of Street in Angeles D.C.Not Good After 30 DaysLocal No. 1046By James Adams  
Business Representative  
G.C. 30

## NATIONAL LABOR RELATIONS BOARD

Docket No. 21-CB-548 etc OFFICIAL EXHIBIT NO. G.C. 30

Disposition { Identified ✓  
Received ✓  
Rejected ✓

In the matter of J. 1400 In Bro. of C. & J.  
Date 12/13/54 Witness Dowdall Reporter Adm.

No. Pages

SAN BERNARDINO AND RIVERSIDE COUNTIES'  
DISTRICT COUNCIL OF CARPENTERS  
SAN BERNARDINO, CALIFORNIA

## TEMPORARY WORKING CARD

Date 5-3-54Issued to Clarence DowdallAccount of Local 1281 Anchorage AlaskaNot Good After 30 DaysLocal No. 1046By James Adams  
Business Representative  
G.C. 31

## NATIONAL LABOR RELATIONS BOARD

Docket No. 21-CB-548 etc OFFICIAL EXHIBIT NO. G.C. 31

Disposition { Identified ✓  
Received ✓  
Rejected ✓

In the matter of J. 1400 In Bro. of C. & J.  
Date 12/13/54 Witness Dowdall Reporter Adm.

No. Pages



## PROCEEDINGS

Trial Examiner Miller: The hearing will be in order.

### CLARENCE A. DOWDALL

a witness called by and on behalf of the General Counsel, having been previously duly sworn, resumed the stand and testified further as follows:

### Cross Examination

Q. (By Mr. Nicoson): You are the same Mr. Dowdall who was testifying at recess last night, are you not? A. Yes, sir.

Q. Mr. Dowdall, I believe in your direct testimony you said you were a member of the Carpenters Union, is that correct? A. Yes, sir.

Q. How long have you been a member of the Carpenter's Union?

A. I first joined the Carpenters Union in 1917. I was in for about two years, dropped out, rejoined in 1924, dropped out again in 1932, rejoined in 1934, not '34, '35. And I'm a good member, a member in good standing.

Q. Is it correct to state, Mr. Dowdall, that during this period of some 40 years, nearly 40 years that you have been a member of more than one local? A. Yes, sir, I have.

Q. Could you give us some estimate about how many locals that you have been a member in this period of time that you have related? [1012]

A. That would be a wild guess.

Q. I understand and I'm asking for it.

A. That is what I just hate to say.

(Testimony of Clarence A. Dowdall.)

Q. Just to the best you can recollect.

A. Oh, 25.

Q. 25. And is it also correct to say that in belonging to 25 or 30 locals without any attempt to be accurate about it——

A. Yes, that's right.

Q. ——that you have been located in 25 different places when those memberships were current, is that right?

A. That's right, that is probably correct, yes.

Q. And can you give us some idea as to the geographical extent to which those location covered, do you follow me?

A. Do you mean states?

Q. Yes, what states have you worked in?

A. Well, Kansas, Nebraska, Oklahoma, Texas, California, New Mexico, Washington, Alaska. That is all I can think of right now. There's others, I know, Colorado.

Q. And I suppose if it's correct to say—strike that.

Is it also correct to say that within this period of time you have had a considerable number of jobs?

A. That's right, yes, sir.

Q. In the construction industry?

A. That is true.

Q. As a carpenter? [1013]

A. As a carpenter, yes, and a superintendent.

Q. Would it be fair to say that those jobs would number in the hundreds?

A. Well, I could add it up and tell you exactly how many because I have a perfect record of all

(Testimony of Clarence A. Dowdall.)

the contractors I ever worked for since 1916 so it would be fifty or a hundred, yes, sir, we'll say a hundred.

Q. All right. We will settle for a hundred different jobs?

A. Yes, different government jobs, state jobs, all kinds of jobs, yes, sir.

Q. At least, you have worked or think you have work for approximately a hundred contractors of various types of jobs, would that be right?

A. Lots of these times I have contracted myself, you see, and been employed by individuals, not contractors.

Q. Yes. What I'm really trying to find out, Mr. Dowdall, is when you have worked for a contractor, not yourself, now, I understand, also—strike that.

Have you in this period of time and among those jobs which you have just recounted, occupied any supervisor's positions?      A. Yes, sir.

Q. What supervisory positions have you had?

A. You mean for the different companies?

Q. Yes. [1014]

A. I have been superintendent for Austin Company, Morrison- Knudsen, I have Cooley Construction Company, I have J. A. Jones and Guy Atkins, Lumus Company.

Q. Luminus?

A. L-u-m-n-u-s. I think that is the proper way. They are out of New York.

Q. Without any attempt to be too exact about it, would you tell us when you occupied a supervi-

(Testimony of Clarence A. Dowdall.)

sory position for the Austin Company? You may do that by saying its five or ten years ago or whatever you recall it to be.

A. 1941, I'm pretty sure.

Q. Now, when did you occupy, approximately, when did you occupy a supervisory position for Knudsen—Morrison-Knudsen?

Trial Examiner: Before we go any further, Mr. Nicoson, I would like to ask, is the rank of a supervisory position of any materiality here?

Mr. Nicoson: Yes, I will come to that in just a moment. I think you will see the materiality or, at least, my purpose after a few questions.

Trial Examiner: As long as you are particularizing by companies, it would be just as well to particularize as to rank at the same time.

Mr. Nicoson: Yes, yes, for my purpose right now.

Q. (By Mr. Nicoson): Approximately when did you occupy a supervisory position? [1015]

A. Like I say, I have a list here, if you care to have it represented and give it to the court, I will gladly give it to the court and you can see who I worked for all these years.

Q. I'm not asking for such information exactly as you have suggested. I'm simply asking just your best approximation at the moment.

A. General foreman, Morrison-Knudsen Company in Inyokern Naval Base. That was '44, I believe. I can't possibly—

Q. I'm not trying to pin you down. Now, when

(Testimony of Clarence A. Dowdall.)

were you in a supervisory capacity with J. A. Jones?

A. J. A. Jones at Hanford, Washington, and Guy F. Atkins, they were combining a contracting job in, well, seems like '51, '50 or '51.

Q. And the Lumnus Company?

A. And I also went to San Antoine, Texas, with J. A. Jones in '51, I believe.

Trial Examiner: In a supervisory capacity?

The Witness: Yes, to San Antoine.

Q. (By Mr. Nicoson): And the——

A. The Lumnus Company, I worked there as a carpenter foreman, oh, maybe it was '41, I'm not sure.

Q. Now, while you occupied any of the supervisory positions within any of these companies which you have just named and during the time which you have approximated have you personally had anything to do with any hiring of any men?

A. On two or three jobs, yes, I did.

Q. When you were a carpenter foreman, did you have anything to do with the carpenters on that job? A. Yes.

Q. And as a superintendent, did you have general supervision over the hiring of men?

A. On some jobs, yes.

Q. Some jobs? A. Yes.

Q. Now, we have mentioned the Austin, the Morrison-Knudsen, J. A. Jones, Atkins Company and Lumnus Company? A. That's right.

Q. In any of these companies did you have anything to do with the employment of men?

(Testimony of Clarence A. Dowdall.)

A. Yes, on J. A. Jones job in San Antoine, I had full charge of hiring all carpenters.

Q. Maybe I'm confusing you and I'm very sorry.

A. That's right, you are.

Q. Let's run the list. In your supervisory capacity with Austin, did you have anything to do with the employment of men in any way, shape or form?

A. Our men for the Austin Company at Freeport, Texas, was all hired through the main office. I did not hire any of them.

Q. And after they were hired, were they brought and put under your supervision? [1017]

A. That's right.

Q. And I suppose you received some types of paper from the main office to show that they had been employed, is that right?

A. No, sir, not with the Austin Company.

Q. I see. Now, at the Austin Company, did you have supervision over anyone who was a carpenter?

A. I had supervision over all the carpenters, ironworkers and practically everyone on the job which was about five at night. I had charge of the night crew which was seventeen, eighteen hundred men. I had full charge of everyone working at night.

Q. And was this job at Freeport, Texas?

A. That's right.

Q. For the Austin Company?

A. For the Austin Company.

Q. And was it a union job?

(Testimony of Clarence A. Dowdall.)

A. It was a union job.

Q. That is, required union carpenters to work on the job, is that right? A. That is true.

Q. Now, in Morrison-Knudsen, did you have anything to do with the hiring of men while occupying the supervisory position that you have told us about?

A. No, sir, they were all hired through the office.

Q. That job, I believe you said, was in Inyokern? [1018] A. Inyokern, that's right.

Q. Was it a union job?

A. As far as I know, yes, it was.

Q. And do you know whether or not the carpenters on that job were members of any Carpenters Union? A. Yes.

Q. Is the same true with respect to the J. A. Jones and Atkins Company?

A. In Hanford, Washington, you have reference to?

Q. In Hanford, Washington.

A. I will have to state that I never saw any carpenter with his due book, union books or anything either on the Atkins job in Washington or at Inyokern. I never checked to see whether they belonged to the union or not.

Q. Did you have any conversation with your superiors with respect to whether or not union carpenters were a requirement on the job?

Mr. Heimann: Mr. Examiner, I object to the

(Testimony of Clarence A. Dowdall.)

question and unless the relevancy is brought out, I don't see it.

Trial Examiner: Objection overruled.

Q. (By Mr. Nicoson): Do you understand the question, Mr. Dowdall?

A. No, I have forgotten now. What was the question, please?

Q. The point is, I'm trying to develop from your testimony whether or not you knew that the carpenters on these various [1019] jobs were members of some carpenters union by some method or other?

A. Yes, as I have stated, I didn't. I couldn't swear that they were because I didn't see any union books, I didn't see any reports or anything that they did belong to the union, no, sir.

Q. Did you assume that they did?

A. I would say I presumed that they did, yes.

Q. So far as you know, all the carpenters on these various jobs were members of some carpenters union?      A. As far as I know, yes.

Q. Now, Mr. Dowdall, irrespective of your supervisory capacity which you have just told us and in the odd hundred jobs which you have estimated for us, is it also a fact that you in obtaining and performing the service on these jobs, had occasion to transfer from one local union to another?

A. Yes, I have transferred from one local to another.

Q. And if your estimate was correct that you had belonged to approximately 25 locals, that

(Testimony of Clarence A. Dowdall.)

would indicate, would it not, that at some time or other, you had transferred from 25 locals, one to the other, you understand it, is that right?

A. No, I just don't follow unless you mean just——

Q. All right. Let me put it another way. Do you now recall how many different times in the period in which you told us about the approximate hundred jobs that you had occasion to [1020] change from one local union to another local union in order to get or to maintain the job? A. Yes.

Trial Examiner: Change membership are you speaking of?

Mr. Nicoson: I'm asking now for transfer. I will get to membership later on.

Trial Examiner: Very well. Do you recall?

The Witness: There's times when I have worked, if you have reference to this, there's times I lived and worked in Palm Springs and had my membership—or, we'll say that I have worked in Los Angeles and had my membership in Palm Springs and I have worked here and never transferred here, yes. Is that what you mean?

Q. (By Mr. Nicoson): Not, well, that is one of the things I mean. But, I'm asking you, Mr. Dowdall, having that type of thing in mind and in your experience as a carpenter among these approximate hundred jobs, how many times would you have occasion to do what you are talking about with respect to the Palm Springs local, if I make myself clear?

(Testimony of Clarence A. Dowdall.)

A. I just don't follow you exactly what you mean.

Q. All right. Mr. Dowdall, let's take it this way, is it a fact that if you are a member of one local union and you transferred or you get a job, let's put it that way, within the jurisdiction of another local union, that something must transpire so far as the union affairs are concerned between [1021] the local in which you hold your membership and the local in which you are now holding a job, is that right?

A. I don't always transfer when I work in, if I belong, say, this way, if my membership card is in Anchorage, Alaska, and I want to work in Palm Springs, I don't always transfer my membership to that local, no.

Q. All right, I understand that, but that isn't what I'm trying to develop with you now, Mr. Dowdall. I'm trying to now ask you as near as you can recall and, again, I state that I'm not trying to pin you down now to any degree of accuracy because I appreciate over a period of some 40 years it is pretty difficult to be accurate about all of these things, but you have had occasion, you have told me, where you have held membership in one local and worked within the jurisdiction of another local, is that right?      A. Yes, sir.

Q. Now, can you tell me approximately how many times that type of a situation occurred in your experience, approximately?

(Testimony of Clarence A. Dowdall.)

A. No, I wouldn't attempt to try to tell you because I just haven't the least idea.

Q. None at all?

Trial Examiner: Well, the question, you mean that you are asking the witness whether it occurred on no occasions, is that the question?

Mr. Nicoson: I'm asking him how many times those types [1022] of situations have occurred in his experience as a carpenter in the last 40 years.

Trial Examiner: I'm at a loss to interpret the remark that stands on the record, "None at all." I don't know whether that is referring to the question as to whether he has no recollection at all or whether you are asking whether there were no occasions at all.

Mr. Nicoson: I will clear it up.

Q. (By Mr. Nicoson): There have been occasions, am I right in this, Mr. Dowdall, where you have had a membership in one local union and have worked within the jurisdiction of another local union? A. That is true, yes, sir.

Q. Now, bearing in mind that particular type of a situation, I am now asking you, as near as you can approximate or estimate how many times you have had occasion to hold membership in one local union while you were working in the jurisdiction of another local union, is that clear?

A. I remember one time I left my membership card in the State of Texas and worked all over the State of Kansas and Nebraska and part of Missouri but I don't know how many different local

(Testimony of Clarence A. Dowdall.)

territories that I was into but I left my membership book in the State of Texas and I worked in Kansas and Nebraska and Missouri.

Q. All right. Now, that is the type of situation I'm talking [1023] about. I want you to have that clearly in mind and see if you can give us just a rough approximation of when those things occurred within the 40 years of your experience.

A. You are asking for a whole lot that I just can't answer, man.

Q. You understand, Mr. Dowdall, I'm not trying to prove with exactness of number of times. I'm simply asking for you to give me your present recollection whatever it may be.

Mr. Heimann: I object. I don't think the question is clear as to the term how often or how many times. Does that mean how many, is it each time he worked in the different jurisdictions?

Mr. Nicoson: Just a minute.

Trial Examiner: I will overrule the objection and let the question stand.

Q. (By Mr. Nicoson): Would you answer the question?

A. Would you repeat it, please?

Mr. Nicoson: Would you kindly read the question?

(The question was read.)

Q. (By Mr. Nicoson): If it isn't clear, Mr. Dowdall, please say so.

A. I will try, yes. Well, I couldn't say because I don't know exactly where the jurisdiction of that

(Testimony of Clarence A. Dowdall.)

local, like in North Platte, Nebraska, I don't know how far the jurisdiction of that local, whether it taken in McCook, Nebraska, or not. [1024]

Q. Now, Mr. Dowdall, I think your having had membership in approximately 25 locals that you have stated know that the local in Texas didn't have jurisdiction over Nebraska, didn't you know that?

A. That had which?

Mr. Nicoson: Read the question to the witness, please.

(The question was read.)

The Witness: That's right, yes, didn't think they had, that's right.

Q. (By Mr. Nicoson): And you also knew that the Texas local didn't have jurisdiction in Missouri when you were up there, too, didn't you?

A. Yes, sir.

Q. And you knew that it didn't, the Texas local didn't have jurisdiction in Oklahoma?

A. Yes, sir.

Q. And those other states that you mentioned that you worked in while holding your book in Texas, you knew that, didn't you?

A. Yes, sir.

Q. All right. Now, will you try again as near as you can give us the number of times that you worked in the jurisdiction of the local in which you did not have your book deposited or have membership?

A. Well, that is a question I just don't see how I could possibly answer. [1025]

Trial Examiner: I think at this point Mr. Hei-

(Testimony of Clarence A. Dowdall.)

mann's original objection may have some validity and that if we explore the ambiguity that Mr. Hei-mann was trying to suggest, we may be able to get a clear record.

Mr. Nicoson: I'm perfectly satisfied with the record, myself.

Trial Examiner: I mean, as long as the witness indicates an inability to answer.

Mr. Nicoson: If he can't answer the question, it's a simple matter for him to say so and it's my job to frame one he can answer and if he can't, that is my fault. Now, he says he can't answer that question.. All right, that is the state of the record.

Trial Examiner: All right, if you want to, proceed.

The Witness: The only thing, I would like to have it clear in my mind so I'm not confused.

Q. (By Mr. Nicoson): You feel as if you are confused now, Mr. Dowdall?

A. In a way, yes.

Q. If you do, do you feel you did not understand what the question meant, is that right?

A. It's like, I'm trying to explain to him, he wants to know how many jurisdictions of Carpenters I have worked in when my book was in Texas. I simply don't know and I don't think anybody else knows. [1026]

Trial Examiner: Now, Mr. Nicoson is aware of what the source of your difficulty is.

Q. (By Mr. Nicoson): I'm sorry if you under-

(Testimony of Clarence A. Dowdall.)

stood that. I'm not confining my question, Mr. Dowdall, to the time that you had your book in Texas. My question goes to the entire 40 years of your experience during the period which you had membership as you have stated in approximately 25 different locals and I'm asking you over that period of 40 years. That is the basis for this question. Now, you have told us that you have had occasions in this period of your experience to hold membership in one local union and work in the jurisdiction of another local union. Am I right so far?      A. Yes, sir.

Q. You have given us an example of when you had a membership in the Texas local and you worked in the States of Nebraska, Oklahoma, Missouri and Kansas, is that correct?      A. Yes.

Q. Is that right?      A. That's right.

Q. And you have also told us that you knew while working in the Nebraska, Missouri, Oklahoma and Kansas territories that you were working under jurisdictions of locals which was not the Texas local, isn't that right, at that time?

A. Well, that is kind of confusing to me because I understand the International, our International, that has jurisdiction [1027] over all unions any place in the United States because I belonged to the International every time I pay a dollar, pay my dues to the local in Los Angeles, a certain percentage of that due money goes to our International in Indianapolis and all these unions are controlled by that main office. So I don't see

(Testimony of Clarence A. Dowdall.)

if I belong in the State of Texas I don't work in California. I think, still, I still think that I'm in the jurisdiction of the Carpenters Union of the International because they all operate under the International.

Q. Now, I will ask you my question again that while you were holding your book in the Texas local—you understand what I mean when I say you have your book in the Texas local?

A. My membership was there.

Q. You knew while working in the State of Nebraska you were not under the jurisdiction of the Texas local, right?      A. Yes.

Q. You also knew that while you were working in the State of Missouri you were not working under the jurisdiction of the Texas local, isn't that correct?      A. That's right.

Q. The same is true with Kansas and Oklahoma?      A. Yes.

Q. Now, the type of situation that I'm trying to draw to your mind is where you are holding membership in one local union like you held it in Texas—— [1028]      A. That's right.

Q. ——and you are working under the jurisdiction of another local union like you did when you were working in Nebraska. Now did you have that picture in mind?      A. Yes.

Q. You understand that type of situation, right?

A. Yes.

Q. Now, you have told us about working in Nebraska, Missouri, Kansas and Oklahoma. Now,

(Testimony of Clarence A. Dowdall.)

that is four instances where you have worked, where you have had your membership in one local and worked in the jurisdiction of another local, am I right so far? A. Yes.

Q. You have that picture in your mind, right?

A. Yes.

Q. All right. Now, in addition to those four times, have there been other times when you have held your book in one local and worked in the jurisdiction of another local, right?

A. Right now, I have my membership——

Q. Never mind that. Have there been such occasions? A. I would say yes.

Q. Now, what I simply want to know is your best recollection as of now how many such occasions have there been?

Trial Examiner: Within a period of 40 years.

Q. (By Mr. Nicoson): Within a period of 40 years. [1029]

A. Well, here's what I have in mind, if I'd say ten times you are liable to come back and ask me about all these ten times.

Q. I can promise you I have nothing like that in mind.

A. If I said 50 times, well, I can't say.

Trial Examiner: The pending question is as to your best recollection. We will deal with any other problem as it comes along.

The Witness: If I would just say several times, would that be a satisfactory answer?

(Testimony of Clarence A. Dowdall.)

Q. (By Mr. Nicoson): I will have to ask you what you understand several to be.

A. Well, there you are.

Q. And I want to promise you that if you give me a number, whatever it is, I will not pursue that particular type of question again. I'm leaving it solely up to you as to what your recollection of the moment is as to how many times that thing happened.

A. Well, that is like asking me if I went duck hunting 40 years ago and asking me how many ducks I killed.

Trial Examiner: You are unable to state?

The Witness: I couldn't place any definite number. Like ten, if I'd say ten, then, he might want to know where these places were. Well, I just don't know, or whether it was fifteen. [1030]

Trial Examiner: I realize Mr. Nicoson is a very able attorney and he knows what line he wants to pursue in cross examination. My object is to get a clear and understandable record. If there is any line that any counsel is pursuing that results in ambiguous or confused record, I want to clear that up regardless of where the chips may fall.

Q. (By Trial Examiner): You have testified to at least one set of instances of the type Mr. Nicoson is talking about occurring during a period when you held membership in the Texas local?

A. That's right.

Q. You also mentioned in passing earlier in your testimony in cross examination an occasion

(Testimony of Clarence A. Dowdall.)

of similar type of instance occurred when you held membership in Palm Spring local?

A. And worked in Los Angeles.

Q. And worked in Los Angeles. You also mentioned in passing an occasion when similar instances occurred at a time when you held membership in the Alaska local?

A. That's right, and now working in Palm Springs.

Q. Can you now recall any other instances in the same fashion?

A. Yes, I have left my membership in Palm Springs and I have worked in Los Angeles.

Q. Yes. On more than one occasion or are you merely repeating what we just went over?

A. No, all right, my membership card, book is now in [1031] Anchorage, Alaska, and I have worked in three different jobs in Los Angeles. So I have probably worked maybe a total of ten.

Q. Well, what I was after was this, can you recall any other instances, specific instances, when your membership book was resting in one local, or current in one local and you were working elsewhere? You mentioned the Texas instance, the Palm Springs instance and Alaska instance. Can you recall any other specific instances?

A. Yes, I left my book in Corpus Christi, Texas, and worked in San Antoine, worked in Austin, Texas. I left my book in Wichita Falls and worked in Burnett, Texas. So there has been a number that

(Testimony of Clarence A. Dowdall.)

I can't call right now, maybe a total of altogether, we will say, 15.

Mr. Nicoson: All right, thank you very much.

The Witness: I just don't want to confuse myself. I want everything plain to myself, I want to understand.

Trial Examiner: That is why I transferred the question from bare numbers to specific instances. Very well, let's go ahead.

Q. (By Mr. Nicoson): So we have now, at least, determined that about 15 times that these things have occurred?      A. Yes, sir.

Q. Then, may I ask you, Mr. Dowdall, if it is correct to say that you have had some experience of what is required of you [1032] as a union member and to perform those requirements while working in a jurisdiction in which you did not have your book deposited, is that correct?      A. Yes.

Q. Now, then, has there been in those times that you have mentioned or other that you recall when you have held a book in one local and worked in the jurisdiction of another local that you were required to take out a permit, you understand what a permit is?      A. Yes.

\* \* \* \* \*

The Witness: Yes, I understand what a permit is.

Q. (By Mr. Nicoson): Since you have indicated that you understand as to what a permit is, have there been occasions when you have taken out permits in a strange local?

(Testimony of Clarence A. Dowdall.)

A. Yes, there's, I have taken out permits, yes.

\* \* \* \* \*

Q. (By Mr. Nicoson): Has there been occasion, Mr. Dowdall, where you have obtained a job in the jurisdiction of a local union other than that in which you had your book deposited?

A. Yes, there has been.

Q. Have there been any occasions under those circumstances when you have taken your book from the local in which it was deposited and placed it in the local in which you had just obtained the job or under the jurisdiction of which you had just obtained the job?

A. I just don't follow that question.

Mr. Nicoson: Read it once more.

Trial Examiner: Just a minute, Mr. Nicoson.

If I interpret the question correctly, Mr. Nicoson is now asking about an occasion or occasions in which you followed a different procedure than the permit procedure. We have already explored the situations in which you left your book in a local and went to the jurisdiction of another local and worked under permit or secured a permit.

The Witness: Yes.

Trial Examiner: Now, Mr. Nicoson is asking, have there been occasions when you followed a different procedure and [1034] having gone from your home local's area of jurisdiction to the area of jurisdiction of another local, instead of securing a permit, you took your book out of the home local and put it in the other local?

(Testimony of Clarence A. Dowdall.)

The Witness: Yes, sir, I think I testified 50 times.

Mr. Nicoson: At this hearing?

The Witness: Didn't I say I cleared in 50 locals outside of one and back in?

Trial Examiner: You said 25.

The Witness: 25, I beg your pardon. I will write the International one of these days and find out just exactly how many times and get a record.

\* \* \* \* \*

Q. (By Mr. Nicoson): On those grounds—on those occasions which you have transferred from one local union by the device of taking your book out of one union and depositing it in another, were you required to pay any money into the union in [1035] which you deposited the book?

A. Well, to clear your book from one union into the other, no, you don't pay any money.

Q. It is simply stated in ordinary laymen's language, you take your book out of one local, you put it into another without any charges?

A. That's right.

Q. And that has happened, I think, you said something like 25 times without trying to be real exact?

A. That is true.

Q. And that happened when you transferred from the Palm Springs local to the Alaska local, didn't it?

A. That is true.

Q. So you are aware, are you not, that to work under the jurisdiction of a local in which your book is not deposited—strike that.

(Testimony of Clarence A. Dowdall.)

Are you aware, Mr. Dowdall, that in going into the jurisdiction of a so-called stranger local that you can obtain a job and work under the jurisdiction of that local without the deposit of any money, is that correct?

The Witness: Will you read that question to me, please?

(The question was read.)

The Witness: Do you understand him on that question?

Trial Examiner: Yes, I do.

The Witness: All right, explain it to me. [1036]

Trial Examiner: As I interpret the question, Mr. Nicoson is trying to elicit the statement from you as to whether on the basis of your experience with these two types of procedure——

The Witness: Yes.

Trial Examiner: ——on working outside the jurisdiction of a home local, on the basis of your experience with the two types of procedure, are you aware that there is available to you a procedure whereby, in going outside the jurisdiction of an old home local into the jurisdiction of another local, you can establish relationship with the new local without paying money.

The Witness: The only way I'm aware of the fact is, I go out and ask a contractor if I can go to work for him and if the contractor says yes, I go to work.

Trial Examiner: Just a minute. We are not speaking now of the problem of employment. We

(Testimony of Clarence A. Dowdall.)

are speaking entirely about the problem of relationship of one local union to another. There's been testimony here and you have testified with respect to two types of bookkeeping procedure that you may have in the situation that we are generally discussing. One, I may describe as the permit procedure and the other, the deposit procedure, or book deposit procedure. Now, on the basis of your experience with these two kinds of procedures involving only you and the union, have you become aware by [1037] virtue of your experience that there is available a type of procedure by which you can establish some sort of connection with a new local without paying money in connection with the process of establishing that new relationship?

The Witness: Well, I'm sorry I'm so dumb I can't understand. I can not see what the man is trying to explain, trying to get through to me.

Trial Examiner: I think our record is sufficiently clear. I will draw any necessary inferences.

The Witness: No, I'm just honest with you. I'd like, just like to have him explain it in this way: I know I can have a book deposited in Palm Springs and come over here and work in Los Angeles if the contractor don't tell me I have to get a permit.

Q. By Mr. Nicoson): Let's put it this way, Mr. Dowdall, you know you can go to Palm Springs and deposit your book from the Alaska local without paying any money?      A. Yes.

Q. And that entitles you to all the rights and privileges under the Palm Springs local?

(Testimony of Clarence A. Dowdall.)

A. That's right.

Q. And it doesn't cost you a nickel?

A. Not any more dues, no.

Q. That's right. Of course you have to pay your dues wherever you have your book, you still have to pay your monthly dues? [1038]

A. That's right.

Q. So that you know that you can go into the jurisdiction of a local, establish a relationship with that local by the simple process of depositing your book without the payment of money?

A. Yes, I can go there and go to work and deposit my book.

Q. Thereafter, the local will take care of you as best it can, or, at least, attempt to or go through the motions? A. All right, yes.

Q. All right. You also knew that, did you not, at the time you had your conversation with Mr. Lancaster down at the Pacific Palisades about that Pardee job? A. Yes, sir.

Q. You knew that at the time you went down to talk to Mr. Savage, didn't you?

A. Now, you want to know if I knew that I had to pay any money when I went down to talk to Mr. Savage?

Trial Examiner: The question is were you aware of the book deposit procedure?

The Witness: Yes, I was, that's right.

Q. (By Mr. Nicoson): You were aware that you could deposit your book if you wanted to with 1400 without having to pay a nickel?

(Testimony of Clarence A. Dowdall.)

A. That's right.

Q. And you were also aware of that fact when you went down [1039] to the District Council office, weren't you?      A. Yes.

Q. And asked for a permit?

A. That is the way the union operates, yes.

Q. And you knew at the time if you had deposited your book with Local 1400, it would not have been necessary for you to go to the District Council to take out a book, you knew that, too, didn't you?

A. Yes.

Q. Now, do you recall the last day you worked in Alaska?

A. Yes, I remember the last day I worked in Alaska.

Q. Can you give us the date?

A. October 9, I believe is the day.

Q. 1953?      A. That's right.

Q. And I believe the record will show that you had a hearing before a Trial Examiner of the National Labor Relations Board in the early part of November of 1953, is that right?

A. I believe it was the 10th of November, wasn't it?

Q. 10th, all right. And, now, after the 10th of November did you leave Alaska?

A. No, I didn't leave Alaska, not right away.

Q. Did you at any time leave Alaska?

A. Yes, I did, later.

Q. When did you leave Alaska, having the date of November [1040] 10th in mind?

(Testimony of Clarence A. Dowdall.)

A. I received a message from my wife that I had a sick child here in the hospital in Los Angeles on the 20th of November, I believe.

Q. All right, and now is that the way you fix in mind the date when you left Alaska?

A. November the 20th.

Q. All right. A. I'm pretty sure.

Q. Then you came directly to Los Angeles?

A. Yes, I flew.

Q. By plane? A. That's right.

Q. And you arrived in Los Angeles on the 21st?

A. Yes.

Q. On the 21st?

A. That is when it was, on the 21st.

Q. November 21st? A. That's right. [1041]

\* \* \* \* \*

Trial Examiner: Now, on the basis of that acquired knowledge with respect to the procedure, the immediately pending question is, do you have any knowledge at all as to whether it was possible in practice and under the rules of the union to have the necessary clearances arranged and made a matter of record after the actual deposit of your book in a new local, in other words, what is your knowledge with respect to the [1075] practice and procedure of your union on the basis of 40 years experience that you have to have the clearance of the old local first before you actually turn over the book to the new local or that the necessary authorization or approval of the old local can be secured afterwards?

(Testimony of Clarence A. Dowdall.)

The Witness: That is left up entirely to me. If I, the International leaves that up entirely to me. If I want to leave my book in Anchorage and work here in Los Angeles, I have that permission, the International gives me that permission. I do not have to transfer from one local to another and I do not have to deposit my book in this local. I can leave it in the International and work there the rest of my life if I want to. The International grants me that permission.

Trial Examiner: Now, the immediate problem—as long we are exploring it, I'd like to get it clear on the record. The immediate problem is this, I assume on the basis of the general tenor of the testimony up to now that if you could have decided in your own judgment that you were going to clear out of the Alaska local and establish a relationship as a dues paying member with some local in Southern California, if you had formed that intention before you left Alaska, you could on your own initiative have gone to the proper official of the Alaska local and secured the necessary signature or stamp or whatever it was indicating the Alaska local's consent to such [1076] a move?

The Witness: That's right.

Trial Examiner: Now, let's assume that it also possible that, you say it being left entirely up to you, it is also possible you could have left Alaska with the intention of staying a dues paying member of the Alaska local and change your mind upon arriving in the work jurisdiction of another local.

(Testimony of Clarence A. Dowdall.)

Let's assume that if you had arrived in Texas or Kansas or Missouri or California and decided upon arriving there that you wanted to become a dues paying member of the local in this new territory, you could have made that decision on your own initiative had you wanted to do so?

The Witness: That's right. [1077]

\* \* \* \* \*

Q. (By Mr. Nicoson): You also know, do you not, Mr. Dowdall, that, assuming the facts which the Trial Examiner has put to you, that after having come down here from Alaska and having decided, say, for example, that you wanted to go to work within the jurisdiction of 1400, that you could state [1078] your desire to deposit that book, go to work within the jurisdiction of Local 1400 while the necessary machinery was being employed to effect the transfer of your membership from Alaska?

A. Yes, sir, I could do that, yes, sir.

Q. Without the payment of any money?

A. Well, that is something——

Q. Unless it was dues?

A. That is something else. Some locals will let you come in and you can work for months and months and never pay extra dues other than the ones I paid in Alaska. I can go to possibly Palm Springs where I'm working right now and I can go in different locations where they don't demand extra dues from you and some unions do.

Q. (By Trial Examiner): With relation to the problem of extra dues, that is not the aspect of the

(Testimony of Clarence A. Dowdall.)

matter. You have indicated in your prior testimony that your dues in the Alaska Local 1281 were paid up through March of 1954?      A. Yes, sir.

Q. Now, having relations specifically to your last answer, let me ask this, have you ever had occasion in establishing relationship with any new local by book deposit, have you ever had occasion in which upon depositing your book, the book showed that dues for the current month or months ahead were already paid up in the old local? [1079]

A. Yes.

Q. That has happened?

A. Yes. And then, you see, if I'm paid up, like if I wanted to—I want to explain this——

Q. I'm asking you for the testimony on your knowledge of the present national unions.

A. If I had been paid up through March, I came down here and wanted to get here in this union in December, I give them my book with the clearance in. Then if my dues are paid up this union writes the union back in Alaska and the union forwards my dues down to Local 1400.

Q. Under this practice which I understand you say the union does follow, under that practice, you would not be required to pay into an organization down here dues covering the same months?

A. That's right.

Q. Very well.

A. That is the way some locals operate. They may make me pay extra dues than I paid in Alaska, some unions make me pay extra dues to work here.

(Testimony of Clarence A. Dowdall.)

Other locations do not, other unions do not. [1080]

\* \* \* \* \*

Q. (By Mr. Nicoson): Isn't it so in the language of the union and its members that such a fee as the permit fee is termed foreign dues, isn't that right? A. That is foreign dues?

Q. That is foreign dues?

A. Permit special assessment, I call it.

Q. Whatever you call it, that is the term commonly applied to it, that is, foreign dues when you are working in a foreign jurisdiction?

A. That's right, yes. [1081] \* \* \* \* \*

Q. (By Mr. Nicoson): Let me ask, Mr. Dowdall, another question along this line. Outside of personal motives, Mr. Dowdall, do you know of any rule of the union which would have prohibited you from depositing your book with Local 1400 at the time you met Mr. Savage?

A. No, there was no rule. I could have deposited it if I had cared to.

Q. And thereafter, completing the job, or deciding that you wanted to move out of that jurisdiction to redeposit it, the book, back in 1281 in Alaska, there is nothing that would prohibit that, is there?

A. No, I can transfer to any union in the United States if there's not a strike going. [1082]

\* \* \* \* \*

(The documents heretofore marked Respondents' Exhibit Nos. 9 and 10 for identification were received in evidence.) [1163] \* \* \* \* \*

RESPONDENTS' EXHIBIT No. 9-A

[Letterhead of United Brotherhood of Carpenters  
and Joiners of America]

Local Union No. 1400  
2439 Santa Monica Boulevard  
Santa Monica, California

April 9, 1954

Registered—Return Receipt Requested

Mr. Clarence A. Dowdall

c/o Irwin Emerson

3826 Olmstead Avenue

Los Angeles, California

Dear Sir:

This is to inform you that the undersigned labor organization does not now have and never has had any objection to your employment by any of the employers named below as receiving copies hereof, or any other employers.

Insofar as this labor organization is concerned your employment by any of the employers named below as receiving copies hereof may be consummated without any permission, permit, referral or any document, act, or leave, express or implied, of or by this labor organization whatsoever.

Yours very truly,

Local Union No. 1400, United Brotherhood of Carpenters and Joiners of America,

/s/ By Robert O'Hare,  
Business Representative

cc - Pardee Construction Co., 10639 Santa Monica Blvd., L. A. 25

Pardee Construction #1, 10639 Santa Monica Blvd., L. A. 25

Pardee Construction #2, 10639 Santa Monica Blvd., L. A. 25

Pardee-Phillips Co., 10639 Santa Monica Blvd., L. A. 25

Pardee-Phillips Building Co., 10639 Santa Monica Blvd., L. A. 25

Pardee-Phillips of Las Vegas, Las Vegas, Nev.

Los Angeles Building & Construction Trades Council

Building Contractors Association of California  
Howard F. LeBaron, Regional Director, 21st  
Region, 111 W. 7th, L. A.

---

RESPONDENTS' EXHIBIT No. 10-A

[Letterhead of Los Angeles County District  
Council of Carpenters]  
2200 West 7th Street  
Los Angeles 5, Calif.

April 8, 1954

Mr. Clarence A. Dowdall  
c/o Irwin Emerson  
3826 Olmstead Avenue  
Los Angeles, California  
Dear Sir:

This is to inform you that the undersigned labor organization does not now have and never has had any objection to your employment by any of the

employers named below as receiving copies hereof, or any other employers.

Insofar as this labor organization is concerned your employment by any of the employers named below as receiving copies hereof may be consummated without any permission, permit, referral or any document, act, or leave, express or implied, of or by this labor organization.

Yours very truly,

Los Angeles County District Council  
of Carpenters,

/s/ By Earl E. Thomas,  
Secretary

eet;k

cc - Pardee Construction Co., 10639 Santa Monica  
Blvd., L. A. 25

Pardee Construction Co., #1, 10639 Santa  
Monica Blvd., L. A. 25

Pardee Construction Co., #2, 10639 Santa  
Monica Blvd., L. A. 25

Pardee-Phillips Co., 10639 Santa Monica Blvd.,  
L. A. 25

Pardee-Phillips Building Co., 10639 Santa  
Monica Blvd., L. A. 25

Pardee-Phillips of Las Vegas, Las Vegas,  
Nevada

Los Angeles Building & Construction Trades  
Council

Building Contractors Association of California  
Howard F. LeBaron, Regional Director, 21st  
Region, 111 W. 7th St., L. A.

Registered—Return Receipt Requested

\* \* \* \* \*

(Testimony of Clarence A. Dowdall.)

Q. Now, I'm going to ask you a question, Mr. Dowdall, and I'm going to tell you that I'm asking this question for the purpose of impeachment. I'm going to ask you now if it is not [1181] a fact that at that time and place in the presence of Mr. James Adams, Mr. T. A. Morris and Mr. Leo Cruse that you stated that you were not looking for work, is that or is that not a fact?

A. That is absolutely untrue.

Q. I'm going to ask you a further question for the same purpose.

Is is not a fact that at that time and place before Mr. James Adams, before Mr. T. A. Morris and before Leo Cruse that you stated that the only reason that you wanted this permit was so that you could qualify to obtain your unemployment compensation?

A. I told Mr. James Adams, Mr. James Adams said to me first, he said, "Mr. Dowdall, you can't go to work here." He says, "I'm not going to issue a permit to you to go to work on."

I said, Mr. James Adams, I did not ask you for a permit to go to work on. I merely asked you for a number and a permit so as I could go to Indio and sign up for my unemployment insurance."

\* \* \* \* \*

The Witness: After I pointed that article out to Mr. James Adams, he said, "Well, Mr. Dowdall," he says, "you are entitled to draw your unemployment compensation so," he says, "I'm going to break the rules and," he says, "I'm going to write

(Testimony of Clarence A. Dowdall.)  
you a permit but," he says, "I'm telling you now, you can not go to work on this permit."

I said, "Mr. Adams, I didn't ask you, I'm not asking you for a job. I'm not asking to go to work, I'm just asking you [1188] plainly for a number so I can sign up and draw my unemployment. As far as me getting my jobs," I says, "I'll take care of that."

Mr. Nicoson: If your Honor please, so that the record may be complete and in order to avoid depriving Mr. Dowdall of the dues book which has been marked for identification as Respondents' Exhibit 5, I'm going to ask permission to read into the record Section 46 which is printed in the back of the book and, in order to avoid the necessity of physically and actually reading it, I will ask permission to have the reporter copy it as if it had been read.

Mr. Heimann: I have no objection.

Trial Examiner: The portion entitled "Clearance Cards." There being no objection, the permission is granted and the reporter is so instructed.

#### "Clearance Cards

"A. Section 46. A member who desires to leave the jurisdiction of his local union or District Council to work in another jurisdiction must surrender his working card and present his dues book to the financial secretary, who shall then fill out his clearance card and affix seal thereto. It shall be compulsory, except in case of strike or lock-out, for the local union to issue said card, providing the member has no charges pending against him and [1189]

(Testimony of Clarence A. Dowdall.)

pays all arrearages, together with current month's dues. Said clearance card shall expire one month from date of issue. It shall be optional with a local union or District Council to issue clearance cards in a jurisdiction where a strike or lock-out is in effect. A member may leave such jurisdiction without a clearance card to seek work in another jurisdiction where no strike or lock-out exists, provided he presents a statement over the seal of the local union or District Council in which he holds membership, showing that a strike or lock-out is in effect in said jurisdiction. He shall pay the prevailing charge for a working permit in the jurisdiction where he goes to work.

“B. It is compulsory for the member to report and deposit his clearance card at the office of the District Council, or local union where no District Council exists, before seeking work, pending a meeting of the local union, and comply with all local laws. And in no case shall the financial secretary accept dues other than to secure clearance card from a member working in the jurisdiction of any other local union or District Council, without the consent of such local union or District Council. It shall be the duty of the financial secretary [1190] accepting dues from a member for clearance card who is working in another jurisdiction to immediately report same to the District Council or local union where no District Council exists under penalty of a fine of Five Dollars (\$5.00) for the first offense, Ten Dollars (\$10.00) for the second offense,

(Testimony of Clarence A. Dowdall.)

and for the third offense suspension from all local office for a period of two (2) years.

“C. A member who desires to work in another jurisdiction from which he would return home daily, or who does not desire to transfer his membership, shall, before going to work, secure a working permit in writing from the local union or District Council in whose jurisdiction he may go to work. He shall pay for such working permit a charge of not less than seventy-five cents (75c) per month, nor more than the monthly dues of the local union or District Council, and if less than two years a member he shall pay any difference in initiation fee, and shall be subject to all local assessments levied exclusively for direct trade purposes by and for the use of the local union or District Council.

“D. No local union shall have the right to collect dues again for the month paid on a clearance card. The local union issuing the card shall pay [1191] to the general secretary the tax for said member for the month only in which the card is issued, and he shall be considered a member of that local union until he deposits his card, when he becomes a member of the local union wherein said card has been deposited.

“E. Any general officer, while employed by the United Brotherhood, shall not be required to take a clearance card from the local union of which he is a member at the time of his election or appointment.

“F. A member of a local union taking out a

(Testimony of Clarence A. Dowdall.)

clearance card before he is two years a member shall pay, where the initiation fee is higher into the local union accepting the clearance card, a sum equal to the difference in initiation fee before the clearance card can be accepted.

“G. On entering a local union a member with a clearance card shall present his dues book to the president, who shall appoint a committee of three to examine the applicant and his dues book and report at once. If the clearance card and dues book are found correct, and the identity of the member established to whom the clearance card was granted, he shall be admitted to the local union as a member [1192] thereof, provided there is no strike or lock-out in effect in that district.

“H. On deposit of said card the financial secretary receiving it must sign and affix the seal to the coupon and forward coupon to the general secretary at the close of the meeting as evidence of its deposit. The local issuing the clearance card shall refund to the member all dues in excess of the current month. The financial secretary receiving the clearance card shall immediately report the same to the financial secretary issuing the clearance card under penalty of Five (\$5.00) Dollars fine.

“I. A member who redeposits his clearance card must present his dues book to the president, who shall require a record of same be made with the recording secretary, and the financial secretary shall report the return of said clearance card to the general secretary at the close of the meeting.” [1193]

\* \* \* \* \*

CHARLOTTE G. BLAKE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Heimann): Would you state your name and address, [1210] please?

A. Charlotte G. Blake, B-l-a-k-e. 1700 South El Molino Street, Alhambra.

Q. What is your occupation, Mrs. Blake?

A. I'm office manager for Oltmans Construction Company.

Q. Would you give us the address of that company?

A. 1560 West Monterey Pass Road, Monterey Park.

\* \* \* \* \*

Q. (By Mr. Heimann): Do you know whether the Oltmans Construction Company is a member of the Building Contractors of America?

A. Yes, they are a member.

\* \* \* \* \*

Q. (By Mr. Heimann): Would you tell us on what your knowledge is based, Mrs. Blake?

A. That they are members of the Association?

Q. How did you find out, if you did?

A. I know that we are members of the Association because I pay the dues for such membership. [1211]

\* \* \* \* \*

Q. (By Mr. Heimann): Mrs. Blake, will you

(Testimony of Charlotte G. Blake.)

tell us what [1212] your function is as office manager for Oltmans Construction Company?

A. Well, I'm the office manager and also directly in charge, head of the accounting department and, as such, I'm the head bookkeeper and supervise all the work in connection with this accounting.

Q. In your position do you receive knowledge of the work that is performed by Oltmans Construction Company?

A. Direct advice, yes, every job—well, I don't have to say. Do you want me to qualify the statement?

Trial Examiner: Yes.

The Witness: Every job that is started crosses my desk for my direct information so that I can record it and keep track of it until it is off the books, finally paid and off the books.

Q. (By Mr. Heimann): By the way, how long have you been office manager of Oltmans Construction Company? A. Over three years.

Q. Have you in the way in which you just described obtained any knowledge whether Oltmans Construction Company has performed any work for any rubber companies?

A. Yes, sir. [1213]

\* \* \* \* \*

Q. (By Mr. Heimann): I see. Will you tell us what information you have received as to that?

A. Well, any and all jobs, no matter what is involved, whether small or large, a master sales order is issued.

(Testimony of Charlotte G. Blake.)

Q. Maybe you misunderstood my question, Mrs. Blake. What I'm after now is the actual information that you have received as to the jobs for whom Oltmans Construction, in other words, for what rubber companies has Oltmans Construction performed service?

A. You want to know what rubber companies, oh, yes. We have done work for many years for Firestone Tire & Rubber Company and we have done work for the B. F. Goodrich Company, Los Angeles plant. We have done work for U. S. Rubber and we [1214] have done a small volume of work for the Goodyear Tire & Rubber Company. Goodness, that is all I can recollect right now just offhand. [1215]

\* \* \* \* \*

Q. (By Mr. Heimann): Now, have you—let me ask you this, first, independent of looking up any records, do you have any knowledge of the jobs performed for Goodrich, B. F. Goodrich Company in 1952 and 1953?      A. Yes.

Q. In addition to that, did you refresh your recollection in any way?      A. Yes, I did.

Q. How did you refresh your recollection?

A. I totaled these completed job ledger sheets and ran a tape on the work that was performed in 1953 and on the work performed in 1952. Then I ran the totals on all the work.

Q. Were these job ledger sheets prepared by you or under your supervision?

A. Yes, prepared under my supervision.

(Testimony of Charlotte G. Blake.)

Q. Did you prepare the tape yourself?

A. Yes, I did.

Q. You have the tape with you?

A. Yes, I do. [1217]

\* \* \* \* \*

Q. (By Mr. Heimann): Mrs. Blake, then we go back to the point. Do you have any figure on that tape that you prepared, do you have any figure on that tape that you prepared that [1218] represents the amount involved in the job or jobs performed by Oltmans Construction Company for B. F. Goodrich Company in 1952 and 1953?

A. I have. [1219]

\* \* \* \* \*

Q. (By Mr. Heimann): Now, Mrs. Blake, do you remember what the question was? [1220]

A. Yes, you wanted to know the amount of mon-  
eys received for the construction work performed  
for the B. F. Goodrich Company in 1952 and 1953.

Q. That is correct.

A. Yes, the figure is \$958,412.49.

\* \* \* \* \*

Q. (By Mr. Heimann): Can you tell us how much of that work was performed in 1953 and what the amount involved was?

\* \* \* \* \*

The Witness: Yes.

Q. (By Mr. Heimann): Tell us what that amount was?

\* \* \* \* \*

The Witness: \$745,869.17. [1221]

(Testimony of Charlotte G. Blake.)

Q. (By Mr. Heimann): Now, can you tell us what that work that was performed by Oltmans Construction for B. F. Goodrich Company consisted of?

A. It consisted of additions to their Los Angeles tire plant and, also, alteration work within the plant. \* \* \* \* \* [1222]

Mr. Nicoson: I now move to strike the entire testimony of this witness first, on the grounds that no proper foundation having been laid for it, that it is not the best evidence, that the witness' testimony shows that there are books and records which she has not brought with her from which the information can be readily obtainable. No effort has been made by the General Counsel to obtain those books and bring them before this tribunal. Further, on the grounds that the testimony of the witness is hearsay as to these respondents and, finally, that her testimony is entirely immaterial, irrelevant and incompetent.

Trial Examiner: Do you have anything to say, Mr. Heimann?

Mr. Heimann: I resist Mr. Nicoson's motion for obvious reasons. As far as I can see, the only thing that might have to be answered is the contention that it's not the best evidence. I have not asked Mrs. Blake, of course, for contents of her records. The contents of her records are the best evidence of what is in the records. I asked her as to the business performed. That can be proven either by the records or by her recollection or by her recollection

as refreshed by the records. Possibly by other means. [1230]

Mr. Nicoson: I would be pleased if he cited some authority on that.

Mr. Heimann: None of the methods are any better than the other. None of these methods come within the context of the best evidence rule which deals merely, although it is very, very often misunderstood, which deals merely with the contents of written documents.

Trial Examiner: Motion to strike denied. [1231]  
\* \* \* \* \*

CLARENCE A. DOWDALL

a witness called by and on behalf of the General Counsel, having been previously duly sworn, resumed the stand and testified further as follows:

Cross Examination—(Continued) [1233]  
\* \* \* \* \*

Trial Examiner: The hearing will be in order.

I have some questions that have occurred to me during the examination of Mr. Dowdall which I would like to interpose at this time prior to any possible redirect examination. [1246]  
\* \* \* \* \*

Q. I see. Now, since you have indicated by your testimony that you have on one occasion or another in your 40 years of experience in the trade used both procedures, the deposit procedure and the temporary working card procedure——

A. Yes.

Q. ——when working in the trade jurisdiction

(Testimony of Clarence A. Dowdall.)

and area jurisdiction of a foreign local, I will ask you this: On the basis of your experience, what elements of a work situation would influence a decision as to whether to follow the one procedure or the other when going into the territory of a foreign local?

A. Well, the reason why I like to leave my membership book in one local, you see, in my home local, like I live in Anchorage, I like to have my membership book in there because we have rules, the union has rules, I must be a member of that union for 12 months or one year before I'm entitled to hold an office in the union or before I'm entitled to vote to elect any officer like a business agent or a financial secretary. See, I can not vote for them for any offices, I have no vote and it's the same way, I do not have any vote when it comes to voting on wage scale. I do not have any [1255] voice as far as voting power. I have to be there a year so if a person's going to have his home, I would like to rather leave my book in my home town where I'm going to live. That way I have a chance to vote for my officers. Where if I clear in and out now, I don't never have a vote on a wage scale or anything, understand.

Q. Would there be any other reason that might influence that decision as to whether to follow the working permit procedure or the book deposit procedure?

A. No, not, only lots of time, I decide on leaving the job on a Friday night, on Friday, see, the Labor

(Testimony of Clarence A. Dowdall.)

Temple is closed all day Saturday and Sunday and I may fly from one place to another, 600, 700 miles by Monday to go to work. Lots of times I leave my book there and then I take this, pay these permits or dues which—and I don't never go down and offer to pay the dues, I go out and go to work. If the man demands it, I pay it. I pay it but I don't volunteer it.

Q. Now, if I interpret the general line of testimony correctly, if a worker such as yourself is working on a temporary working card, the practical effect of that, if I understand correctly, is that you continue to pay your regular monthly dues to the home local in which your book is deposited?

A. Yes.

Q. And you pay any fee which the foreign local may charge [1256] if it charges any fee at all?

A. Yes, that is what it says.

Q. For a temporary working card in the new jurisdiction?

A. Yes.

Q. And I believe Mr. Nicoson at one point earlier mentioned that the amounts that you paid to the foreign local for the temporary working card are customarily referred to in the trade as foreign dues?

A. That's right, foreign dues. See, that foreign dues that I pay in the local, none of that goes to the International at all. The local District Council keeps all that. Where I pay my dues in the other local where I have my book, a certain per cent of that goes to our International. [1257]

\* \* \* \* \*

C. B. ZINK

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Heimann): State your name and address please, Mr. Zink.

A. C. B. Zink, Z-i-n-k, B. F. Goodrich Company, 5400 East Olympic Boulevard, Los Angeles.

\* \* \* \* \*

Q. What is your position with B. F. Goodrich Company?

A. I'm manager of the collection distribution control, Pacific Coast which includes 11 western states.

Q. And would you describe for us in brief your function as manager of production and distribution control for the Pacific Coast?

A. Fundamental functions and prefatory functions are obtaining requirements of our divisional sales departments, [1258] amalgamating those requirements into one production schedule, as far as production is concerned. After production attainment, requirements then are made to the 11 western states based upon customary requirements and service. I might add this, this may include some points beyond the 11 western states which also includes the Far East as well as the territory of Hawaii. \* \* \* \* \*

Q. Does the B. F. Goodrich Rubber Company have a plant in Los Angeles?

(Testimony of C. B. Zink.)

A. Located at 5400 East Olympic Boulevard.

\* \* \* \* \*

Q. (By Mr. Heimann): Does the Los Angeles plant of B. F. Goodrich Company make any shipments of goods or products?

A. They make all shipments. [1259]

Q. Do you have anything to do——

A. Wait a minute, just a minute. Correct that. They do not make the shipments themselves. They go by common carrier contract, truck, but we actually ship out of that plant.

Q. I understand. Do you have anything to do with such shipments?

A. All orders for any shipments leaving that plant clear through my responsibility as well as all orders to be shipped first originate in my department coming from the 11 western states or east of the Rocky Mountain area.

Trial Examiner: Mr. Zink, how long have you exercised the general responsibilities that you have outlined previously and specific responsibilities that you have indicated in response to the last question?

The Witness: 17 years in Los Angeles.

Trial Examiner: Very well.

Mr. Heimann: That was going to be my next question.

The Witness: 26 years with the company.

Q. (By Mr. Heimann): Now, calling your attention specifically to the year, to the calendar year 1953, have any such shipments been made from the Los Angeles plant to points outside the State of

(Testimony of C. B. Zink.)

California?            A. Oh, decidedly. [1260]

\* \* \* \* \*

Q. (By Mr. Heimann): On what basis have you obtained this knowledge?

A. Matter of records.

\* \* \* \* \*

Q. (By Mr. Heimann): Are those records kept by you or by employees under your supervision?

A. They are kept under lock and key in the vault by employees under my supervision. [1261]

Q. I see. And do you direct these employees as to the keeping of these records?            A. I do.

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Zink, has the B. F. Goodrich Company Los Angeles plant made any shipments to points outside the State of California during the calendar year of 1953? [1262]

\* \* \* \* \*

A. The question, what kind of material?

Q. Any goods or products manufactured by the Los Angeles plant of B. F. Goodrich Company.

A. Yes, sir.

Q. Would you tell us to what states and other geographical areas outside of the State of California such goods and products were shipped?

\* \* \* \* \*

The Witness: The State of Washington, Oregon, Idaho, Montana, Wyoming, Colorado, New Mexico, Texas, Arizona, Territory of Hawaii, Manila, Philippine Islands, Ohio, Pennsylvania, Alabama, Louisiana, Mississippi and Iowa.

(Testimony of C. B. Zink.)

Q. (By Mr. Heimann): In your official capacity does the value of such shipments come to your knowledge?

A. As I transpose them from units to dollar figures.

Q. Would you tell us the value involved in such shipments [1263] to areas that you indicated in 1953? [1264]

\* \* \* \* \*

The Witness: May I use a pencil a minute? You are asking for a dollar figure. I have to figure that.

I'm going to have to state that, after all, I'm obligated not to divulge corporation figures.

Trial Examiner: You are at liberty to say in excess of certain figures if you wish.

The Witness: Outside the State of California?

Q. (By Mr. Heimann): That's right, sir.

A. It's in excess of \$5,000,000.00.

Q. Now, you stated that that is an approximation. Is it possible in your mind that it would be less than \$4,000,000.00?

A. No, not less than \$4,000,000.00 [1265]

\* \* \* \* \*

Mr. Nicoson: I make a stipulation the plant of B. F. Goodrich Company separate and apart of any other consideration in Los Angeles, Los Angeles County, is engaged in international commerce within the meaning of the Labor Relations Act in cases decided thereunder. What else do you want?

(Testimony of C. B. Zink.)

Mr. Heimann: Thanks for the stipulation. I would like to proceed.

Mr. Nicoson: Do you join it?

Mr. Heimann: Yes, I join in it. [1267]

\* \* \* \* \*

Q. (By Mr. Heimann): Do you have any objection to telling us what the general lines of merchandise are that the B. F. Goodrich plant in Los Angeles manufactures?

A. I do. I'm under bond and, also, with the United States Air Force.

Q. You mean it's a secret?

\* \* \* \* \*

The Witness: I can tell you some things, tires, tubes, tank lines, cement and camelback. [1269]

\* \* \* \* \*

CLARENCE A. DOWDALL

a witness called by and on behalf of the General Counsel, having been previously duly sworn, resumed the stand and testified further as follows:

Redirect Examination [1270]

\* \* \* \* \*

Q. (By Mr. Heimann): At the time, on January 7, when Mr. Adams issued you a permit or temporary working card, did he ask you for any payment?

A. Yes, he asked me for \$5.00 which I gave him. [1282]

\* \* \* \* \*

Q. Well, you testified that Mr. Adams told you that before you could do something you had to take

(Testimony of Clarence A. Dowdall.)

out a dues book or pay for a permit. What was that, what was it that you could not do before you had taken out a dues book or paid for a permit that Mr. Adams told you?

A. Just what day are you referring to, the 1st and 7th?

Q. Yes, I believe your testimony regarding that incident related to January 7.

A. Mr. Adams told me that he would not and had been instructed from the union not to issue any temporary working cards. That I must clear in before he could issue me one. That is when I brought up the big argument about showing him in this book that I, that the International granted me that permission and I explained to him then, I said, "Mr. Adams," I said, "I think you're being very unfair to me, that I have a home here in Palm Springs and a family, pay taxes and vote, [1283] that you do not want to grant me a permit without clearing in."

Q. And you at that time talked with Mr. Adams about your going to work?

A. I told Mr. Adams, yes, that I was going to work that I was looking for a job and I—I believe that is——

Q. Have you completed your answer?

A. Yes, I have.

Q. Did Mr. Adams say whether you had to do anything before you could go to work?

A. Mr. Adams told me that I had to deposit my

(Testimony of Clarence A. Dowdall.)

clearance card or my membership book into that local before I could go to work.

Q. Now, during your testimony you have used the expression "depositing book" many times. That term involves the physical deposit of your dues book with the local?      A. Yes, it's your membership.

Q. Does that—

A. But I can always keep that book after they tear this little clearance card out. I always demand and they always give the book back to me and I carry it around. Lots of the boys leave them with the union but I found out a long time ago in my 40 years experience it does not pay to leave your book with the union. The best thing to do is carry it in your pocket.

Q. Would you tell us the reason, if any, why you chose not [1284] to deposit your book with the Palm Springs local in January of 1954?

\* \* \* \* \*

The Witness: January, 1954, yes, my book, at that time my membership was in Anchorage, Alaska, and it's like I repeated before that I want my card to stay there until it's a year old so I have a right to vote for my officers as I didn't intend to stay at Palm Springs but a short time anyway. And another thing, lots of these locals have what we called, we had at that time in Anchorage a fund which we all voluntary, if one member dies, we will pitch in two or there dollars, too, for the Brother's widow. So if you got 2,000 members in your local that makes \$4,000.00 or \$5,000.00 to the Brother's

(Testimony of Clarence A. Dowdall.)

widow where in small locals in like Palm Springs, they don't have, you see. So I'd rather leave my membership there on account of my insurance for the benefit of my family. [1285]

\* \* \* \* \*

Mr. Heimann: I know what the inference of that testimony is and I'm trying to rebut the inference. Are you willing to stipulate that James Adams was, in January, 1953, the president of San Bernardino and Riverside Counties District Council of Carpenters and Joiners of America?

Mr. Nicoson. Of course.

Mr. Heimann: Thank you, I accept the stipulation.

Trial Examiner: Very well, the stipulation is noted for the record. [1290]

\* \* \* \* \*

Q. (By Trial Examiner): I direct your attention to General Counsel's 30 in evidence which I apprehend to be the temporary working card which, according to your testimony, was given to you on January 7 by Mr. Adams? A. Correct.

Q. Now, you testified that that writing on the back, "No. 61," was put on there by whom?

A. Mr. James Adams.

Q. At the time he put it on there, did he tell you what the purpose was of his writing it on the back of the card?

A. He wrote that on the back of the card so I could take this card back to the Unemployment

(Testimony of Clarence A. Dowdall.)

Bureau in Indio and sign it for my unemployment compensation.

Q. Well, did he explain the significance of the number, if any, was it just a number picked out of the air and put down?

A. No, they have a list in the Labor Temple. They have a [1291] list in the Labor Temple like that that all the Carpenters sign so as to get on this list to get this number and lots of men are on the list and my number was, I signed the last one on the list, my number happened to be out here, 61.

Q. Was it a sheet of paper resembling in any way Respondents' 7 for identification?

A. Yes, something like that sheet of paper.

Q. Well, did it have lines set up in the same fashion and a title up at the top containing the local union number and so on?

A. I definite would not say it had this head of carpenters union up there or not, I definitely, I couldn't—

Q. Did it have a heading showing an out-of-work sheet?      A. I definitely never examined it.

Q. Was it lined as this one is, did it have lines running all the way down the page on which the names could be written?

A. Yes. Opposite this here my number was 61 and had lines there, yes.

Trial Examiner: Let the record show that the witness indicates a number 61 appeared at the extreme left-hand end of the line on which his name appeared.

(Testimony of Clarence A. Dowdall.)

Q. (By Trial Examiner): Do I understand from your testimony, then, that at the time that this document, General Counsel's 30, was given to you by Mr. Adams at or about the same time you did sign the sort of list you indicated? [1292]

A. Yes, I signed that list, yes, sir.

Q. Did Mr. Adams or anyone else explain the significance of the signing of the list and what would happen as a result of your having signed it?

A. Yes, Mr. Adams told me after I signed the list that, "Now," he says, "you can go back to Indio and give this Employment Bureau man down there this number 61 and then," he says, "he will make you eligible at the office to sign up for the unemployment insurance."

Q. Did he make any other statements by way of explanation as to the significance of your signature on that list?

A. He said the, my signature on this list does not entitle you to go to work here. He says, "You understand that?"

And I says, "I'm not signing my name on this list with the intentions of asking you for a job, see, or intention of going to work because," I said, "I always went out and found my own job." [1293]

\* \* \* \* \*

#### EDWARD M. SILLS

a witness called by and on behalf of the General Counsel, having been previously duly sworn, resumed the stand and testified further as follows:

(Testimony of Edward M. Sills.)

Direct Examination—(Continued) [1298]

\* \* \* \* \*

Q. (By Mr. Heimann): Are there any cases in which one of such multiple companies has signed the master labor agreement?

A. Not by the card system, no. If I may clarify that? [1304]

Trial Examiner: Surely.

The Witness: The recent method of signature has been changed. Now, they list their corporations that they operate under and sign for all of those corporations if they want to, you see, and by the card system, why, we didn't require them to do that. Once they were covered by the card by mutual agreement with the labor unions, we considered them covered no matter what names they operated under.

Q. (By Mr. Heimann): When did that change from the card system take place, Mr. Sills?

A. Upon conclusion of the negotiations this year.

Q. Mr. Sills, did any of the Pardee enterprises pay membership dues to BCA after 1952? [1305]

\* \* \* \* \*

The Witness: Yes.

\* \* \* \* \*

Q. (By Mr. Heimann): In what name were they paid?

\* \* \* \* \*

The Witness: Pardee Construction Company.

\* \* \* \* \*

(Testimony of Edward M. Sills.)

Q. (By Mr. Heimann): Mr. Sills, after 1952, did the Pardee Brothers or any of them continue to attend membership meetings of BCA?

\* \* \* \* \*

The Witness: Yes, they did.

Q. (By Mr. Heimann): After 1952 did the Pardee Brothers or any of them seek advice from you regarding the master labor agreement?

\* \* \* \* \*

The Witness: Yes, they did. [1307]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, I show you a document that has just been marked G.C. 33 for identification and I ask you if that is a document that was furnished to me by your office upon my request?      A. Yes, it was. [1318]

Q. Would you tell us what that document is?

A. It is from L. A. Vie, Secretary, Los Angeles Building and Construction Trades Council, addressed to me referring to a communication regarding changes in AGC-BCA master labor agreement.

Q. In relations to the signing of the original of G.C. 5, when did you get G.C. 3 for identification?

A. It looks like November 5th, 1952. [1319]

\* \* \* \* \*

Q. (By Mr. Heimann): Well, let me ask you this, did you at any time after that date discuss with Mr. Vie or write to Mr. Vie regarding the hiring clause that was then in effect in the master labor agreement?

\* \* \* \* \*

(Testimony of Edward M. Sills.)

The Witness: I don't recall any conversation with regard to the hiring clause after we received this letter as being, closing the agreement between us as to changing the master labor agreement. [1321]

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, do you know the signature of Mr. Vie?

A. Fairly well, yes.

Q. How have you become familiar with the signature?

A. Through correspondence with him.

Q. Do you recognize the signature on G.C. 33 for identification as the signature of Mr. Vie?

A. It looks like it. [1322]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 33 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 33

[Letterhead of Los Angeles Building and  
Construction Trades Council]

Labor Temple, Room 603, 532 Maple Avenue  
Los Angeles 13, Calif.

November 4, 1952

Mr. Edward M. Sills, Exec. Vice-President  
Building Contractors Association  
of California, Inc.

1571 Beverly Blvd.  
Los Angeles 26, California

Dear Mr. Sills:

With reference to your communication of October 10, 1952 regarding the changes in the AGC-BCA-AFL Southern California Master Labor Agreement made necessary in order to comply with the National Labor Relations Act and particularly Article II (Union Security) and Article VIII, please be advised that at a regular meeting in executive session of the Los Angeles Building and Construction Trades Council on July 17, 1952, the Secretary of the Los Angeles Building and Construction Trades Council, under the heading of "Reports of Officers and Committees", reported to the Council the following:

"The Secretary stated that at a meeting which was held with the representatives of the Six Basic Trades with reference to the Union Security provisions of the Master Contract that would be inserted in the Contract made necessary by the National Labor Relations Act, that with the exception of one or

two minor clarifications of language, that it was acceptable to the Six Basic Trades.”

On the completion of the report of the Secretary, it was regularly moved, seconded and carried that the Council accept and concur in the report of the Secretary.

You may accept this communication as an acknowledgment of confirming the acceptance of the changes within the Master Labor Agreement made necessary by the National Labor Relations Act.

Yours very truly,

/s/ L. A. Vie, Secretary,

L. A. Bldg. and Constr. Trades  
Council

LAV/gs

---

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, I show you a document which has just been marked G.C. 34 for identification and I ask you whether that document comes from your files.

A. Yes, it does.

Q. Would you tell us what the document is?

A. It's a signature card by Oltman's Construction Company to the master labor agreement.

\* \* \* \* \*

Q. (By Mr. Heimann): The document was sent to you through the mail, I take it, from the postage stamp?

A. It bears a Monterey Park cancellation stamp, yes.

Q. Are you familiar with Mr. J. D. Roy?

(Testimony of Edward M. Sills.)

A. I have met him. [1325]

\* \* \* \* \*

Q. (By Mr. Heimann): After receipt of G.C. 34 for identification, Mr. Sills, did you have any conversation or communications with officials of Oltman's Construction Company in which you advised them regarding the master labor agreement? [1327]

\* \* \* \* \*

The Witness: Yes.

Q. (By Mr. Heimann): Did such officials of Oltman's Construction Company seek such advice? [1328]

\* \* \* \* \*

The Witness: Yes.

\* \* \* \* \*

Q. (By Mr. Heimann): Were these communications or conversations oral or written?

A. They were oral.

Q. And face to face or over the telephone?

A. Over the telephone. [1329]

Q. And would you tell us with whom you talked over the telephone? A. Bud Oltmans.

Q. Do you know Bud Oltmans connection is with Oltmans Construction Company?

A. He is a partner or one of the officers.

Q. Are you familiar with his voice?

A. Yes.

Q. Did you recognize it over the telephone?

A. Yes.

\* \* \* \* \*

(Testimony of Edward M. Sills.)

Q. (By Mr. Heimann): Would you tell us when you had such conversations, approximately?

A. There's been two or three times in the past year.

Q. You don't remember the exact dates, is that it?

A. I don't remember the exact dates, no.

Q. Did Mr. Oltmans state to you for what purpose he was seeking advice? [1330]

\* \* \* \* \*

The Witness: It was with regard to a labor dispute. [1331]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 34 for identification was received in evidence.) [1332]

#### GENERAL COUNSEL'S EXHIBIT No. 34

Date: June 22, 1953

The undersigned desires to become a party to the Collective Bargaining Agreement between the Building Contractors Association of California, Inc., and the Building Trades Councils of the American Federation of Labor, and by signing this card, the undersigned hereby accepts and becomes a party to said Master Contract, and hereby acknowledges receipt of a copy of said contract.

Firm Name: Oltmans Construction Co.

/s/ By D. J. Roy, Vice Pres.

Phone: CU 34117

Address: 1560 W. Monterey Pass Rd., Monterey  
Park

License No.: 86393

Classification: A SB 1

[Business Reply Card]

Building Contractors Association of California, Inc.  
1571 Beverly Boulevard  
Los Angeles 26, Calif.

---

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. Sills, I show you a document that has just been marked G.C. 35 for identification and I ask you if that comes from your files. A. It does.

Q. Would you tell us what it is?

A. It is a letter from J. F. Cambiano, International representative of the United Brotherhood of Carpenters and Joiners of America, addressed to me.

Q. And it was received by you, is that correct?

A. Yes.

Q. Can you tell us the date——

A. Looks like——

Q. ——of receipt?

A. It looks like May 4, 1954. [1333]

\* \* \* \* \*

Q. (By Mr. Heimann): Will you tell us whether or not after receipt of this letter by you there were any negotiations with the Carpenters Union regarding the master labor agreement?

A. Yes, there was. [1334]

\* \* \* \* \*

Mr. Garrett: Mr. Cambiano is the agent of respondents in all the matters concerned in the evidence of this case.

Mr. Heimann: At all times material?

Mr. Garrett: At all times material.

Mr. Heimann: So stipulated.

Trial Examiner: Very well, the stipulation is noted for the record. [1336]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit 35 for identification was received in evidence.) [1337]

GENERAL COUNSEL'S EXHIBIT No. 35

[Letterhead of United Brotherhood of Carpenters  
and Joiners of America]

17 Aragon Boulevard  
San Mateo, California

May 3, 1954

Mr. Edward M. Sills

Building Contractors Association  
of California, Inc.

1571 Beverly Boulevard  
Los Angeles 26, California

Re: B.C.A.-A.F.L. Southern California Master Labor Agreement and Settlement Agreement of  
November 30, 1950

Gentlemen:

You are hereby notified, in accordance with Paragraph 8 (b) of the Settlement Agreement between us and, since no agreement has been reached be-

tween us on or before May 1, 1954 in response to our demand as heretofore sent to you by letter on February 9, 1954, that on May 18, 1954 any and all of our above contract or contracts with you, including but not limited to the B.C.A.-A.F.L. Master Labor Agreement, and all Resolutions to Continue, with respect to said Master Labor Agreement, and that certain Settlement Agreement of November 30, 1950, shall be and hereby are terminated and at an end, effective as of the expiration of May 18, 1954.

You are hereby further notified that we elect and do so terminate said agreement and contract, or agreements and contracts, and each and all of them heretofore existing between us, in our own behalf, and separately, and as to the United Brotherhood of Carpenters and Joiners of America, and all of its affiliated Local Unions and District Councils in the twelve Southern California Counties, and as to all contractors and employers and their organizations, including the Associated General Contractors of America and the Building Contractors Association of California, Inc., effective as of the expiration of said May 18, 1954.

Very truly yours,

United Brotherhood of Carpenters  
and Joiners of America,

/s/ By J. F. Cambiano,

International Representative For All Carpenters'  
District Councils and Local Unions in the  
Twelve Southern Counties of California

\* \* \* \* \*

(Testimony of Edward M. Sills.)

Cross Examination \* \* \* \* \*

Q. (By Mr. Garrett): Now, is it a part of the service—Pardee is a paid up member, I take it, of the Building Contractors Association?

A. Yes, he is, they are. [1395]

Q. You say “he is” or “they are”?

A. They are.

Q. Who is and who are?

A. Pardee Construction Company.

Q. Pardee Construction Company, right?

A. Yes.

Q. And not Pardee-Phillips and not Pardee Construction Company No. 2?      A. No.

Q. And as paid up members of yours, they are entitled to all your services, are they not?

A. Yes, sir.

Q. And they are entitled to your services in labor relations?      A. Yes.

Q. They are one of your members who you regard as being in that group that you handle labor relations for, correct?

A. That's right. [1396]

\* \* \* \* \*

Mr. Nicoson: At this time respondent, Local 1400, Los Angeles County District Council of Carpenters move to dismiss the complaint in case No. 21-CB-548 in its entirety on the grounds that there are no substantial evidence here to sustain the allegations of the complaint.

Trial Examiner: Did you wish to make an extended statement or let the motion stand?

Mr. Nicoson: The motion stand.

Trial Examiner: Without requiring a view of the evidence at this time, I will state that I am satisfied with respect to the issues as I now understand them, the motion should be denied.

Mr. Nicoson: Respondent, Local 1400, and Los Angeles County District Council of Carpenters move to dismiss Paragraph 1 of the complaint in Case No. 21-CB-548 on the ground that there is no substantial evidence to prove the allegation of that paragraph.

Trial Examiner: Motion denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles [1480] County District Council of Carpenters move to dismiss Paragraph 2 of the complaint in Case No. 21-CB-548 on the same grounds.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 3 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 4 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 5 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 7 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Mr. Nicoson, did you intend to skip 6 or intend to skip 7? [1481]

Mr. Nicoson: In my statement just past, I think I inadvertently used the reference to Paragraph 7 of the complaint. It should have been Paragraph 6.

Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 8 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 9 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 10 of the complaint in Case No. 21-CB-548.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 11 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters

move to dismiss Paragraph 12 of the complaint in Case No. 21-CB-548.

Trial Examiner: Denied. [1482]

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraph 13 of the complaint in Case No. 21-CB-548 for the same reasons.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1400 and Los Angeles County District Council of Carpenters move to dismiss Paragraphs 14, 15 and 16 of the complaint in Case No. 21-CB-548 on the same ground.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local No. 1046 and San Bernardino and Riverside Counties District Council of Carpenters move to dismiss the complaint in its entirety in Case No. 21-CB-600 for the reasons that there is no substantial evidence in the record to support the allegations of the complaint or any of them.

Trial Examiner: Motion denied.

Mr. Nicoson: Respondent, Local 1046 and San Bernardino and Riverside Counties District Council of Carpenters move to dismiss Paragraph 2 of the complaint in Case No. 21-CB-600 for the same reasons.

Trial Examiner: Motion is denied.

Mr. Nicoson: Respondent, Local No. 1046 and the San Bernardino and Riverside Counties District Council of Carpenters move to dismiss Paragraph 3 of the complaint in [1483] Case No. 21-

CB-600 for the same reasons and on the same grounds.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1046 and San Bernardino and Riverside Counties District Council of Carpenters move to dismiss the complaint with respect to Paragraph 4 thereof in Case No. 21-CB-600 for the same reasons.

Trial Examiner: Denied.

Mr. Nicoson: Respondents, Local 1046 and San Bernardino and Riverside Counties District Council of Carpenters move to dismiss Paragraph 5 of the complaint in Case 21-CB-600 for the same reason.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1046 and San Bernardino and Riverside Counties District Council of Carpenters move to dismiss Paragraph 6 of the complaint in Case 21-CB-600 insofar as it alleges violation of Section 8 (b) (1) A of the Act for the same reason.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1046 and San Bernardino and Riverside Counties District Council of Carpenters move to dismiss Paragraph 6 of the complaint in Case No. 21-CB-600 insofar as it alleges a violation of Section 8 (b) (2) of the Act for the same reasons.

Trial Examiner: Denied.

Mr. Nicoson: Respondent, Local 1046 and San Bernardino [1484] and Riverside Counties District Council of Carpenters move to dismiss Paragraph

7 and 8 of the complaint in Case No. 21-CB-600 for the same reason.

Trial Examiner: Denied.

Mr. Nicoson: Respondents now move to sever Cases No. 71-CB-548 and 21-CB-600 so far as further proceedings in this case are concerned on the ground that the evidence now discloses that there is no connection between either of the cases and were improperly joined in the first place.

Trial Examiner: Motion to sever denied.

Mr. Nicoson: I call Robert O'Hare.

ROBERT J. O'HARE

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Nicoson): State your name for the record, please, sir. A. Robert J. O'Hare.

Q. What is your business address?

A. 2439 Santa Monica Boulevard, Santa Monica.

Q. What is your business or occupation?

A. Representative, labor representative for the Carpenters.

Q. Do you have any connection with any particular local of the Carpenters?

A. Carpenters Local 1400, Santa Monica. [1485]

Q. What position, if any, do you occupy with this organization?

A. Treasurer and business manager.

Q. I take it you are familiar with the duties

(Testimony of Robert J. O'Hare.)

and obligations, responsibilities of the business manager?      A. I think so.

Q. Will you tell us what a business manager does?

A. He represents the people in the field and sees that the dispatcher dispatches the men according to the National Labor Relations Board and have them sign the sheet as the same, when the contractor calls for the men, why, they send them out accordingly.

Q. What do you mean by representing men in the field?

A. Well, in labor disputes or, for instance, if they don't get their wages or if they don't, get a bad check, we collect it. We probably have to put a lien on the property. Or any other disputes that come under the heading of the labor disputes such as jurisdiction or limiting to the by-laws and constitution of the Brotherhood.

Q. Is it or is it not a fact that you adjust grievances which the members of your organization make——      A. That is true——

Q. ——with employers. Now, with respect to working rules and by-laws which you have just mentioned, will you be a little more specific as to what it is you do with respect to the by-laws [1486] and working rules and so forth?

A. Well, the by-laws and the working rules, we have an agreement between the contractor such as Association General Contractors, Building Contractors Association, Home Builders Contractors

(Testimony of Robert J. O'Hare.)

and Excavating Engineers Associations that they will hire the men through the hall and men out of work will sign the list as per the National Labor Relations Board through Mr. LeBaron when he was in there, the agreement that we have with the contractors and the unions by and between them.

Q. What do you mean "as per Mr. LeBaron when he was in there?"

A. Well, it's an agreement that has been, as we understand it, been O.K.'d by the National Labor Relations Board that when the men are out of work that they come to the hall, they sign the out-of-work list as to whether they are rough carpenters or finished carpenters and must be in the hall the next morning if they are to be sent out.

Q. And that is an arrangement that came from Mr. LeBaron, is that correct?

A. That is as I understand it.

Q. How long have you been a business——

Mr. Heimann: I move to strike the witness' answer on the ground that it is hearsay as revealed by his last answer.

Trial Examiner: What is the basis of your understanding, Mr. O'Hare?

The Witness: Understanding of what? [1487]

Trial Examiner: What the requirements with respect to the dispatch are as established through the agency of Mr. LeBaron, if I may so paraphrase?

The Witness: That the men out of work sign the out-of-work list and that they are called from the top of the list.

(Testimony of Robert J. O'Hare.)

Trial Examiner: In other words, your understanding is that the management of the out-of-work list in the union hall was a subject that was settled in some respect through the mediation or at the suggestion of Mr. LeBaron of this agency?

The Witness: That's right, by and between this agency and the contractors and the building trades groups.

Trial Examiner: Now, the question posed by Mr. Heimann's objection was this, upon what personal knowledge do you base that understanding?

The Witness: On the short form agreement that we have as to the men working in the area and the time they work in the area and who they worked for and when they worked there.

Trial Examiner: Motion to strike granted.

Q. (By Mr. Nicoson): Mr. O'Hare, what the Trial Examiner I think probably wanted to know, and he was directing his remarks or questions to your statement that you understand this to be a fact, and he wanted to know on what basis that you had reached that understanding, in other words, from where did you get your information if you got any that Mr. LeBaron participated, if that is what it was, in this arrangement for [1488] agreement?

A. Well, I just don't exactly know what date it was but we had a meeting at this hotel up here off of Seventh and Wilshire. I can't remember the name of the hotel, what it is up there, but all the trades were in there one day and Mr. Harrington and Mr. LeBaron were both there.

(Testimony of Robert J. O'Hare.)

Trial Examiner: Were you there?

The Witness: I was there, positively. Yes, sir, I was there and there were several other agents of all crafts in the building trades there.

Q. (By Mr. Nicoson): Now, let's see if we can fix the approximate time. How long ago do you say that was?

A. Quite some time ago. It was before Mr. LeBaron quit, sometime before he went out of this office.

Q. Was it last year, the year before or the year before that? A. I think it was last year.

Q. Last year, 1953? A. 1953.

Q. In this hotel on Seventh and Wilshire?

A. At approximately the Westlake District, a short walk from the Carpenters Hall around there, I can't think of what that, the first time I was ever in there.

Q. That is here in the City of Los Angeles?

A. That is in the City of Los Angeles.

Q. Is it a large hotel or a small hotel? [1489]

A. Large hotel. I can't think of what the name of it is, whether the Wilshire or Embassy.

Q. Park Wilshire?

A. Park Wilshire, pardon me, that is the name, Park Wilshire.

Q. Did Mr. LeBaron and Mr. Harrington have anything to say at that meeting?

A. They discussed the——

Q. Just answer me yes or no. A. Yes.

(Testimony of Robert J. O'Hare.)

Q. Did they talk anything about that arrangement of the clause for hiring men?

A. Yes, it was talked of up there that day.

Q. Did Mr. LeBaron have anything to say about it?

A. Yes, he did.

Q. Did Mr. Harrington have anything to say?

A. Yes, sir, he did.

Q. Tell us what Mr. LeBaron had to say?

A. As near as I can recollect was that the policy was, it appears that the first agreement that was drawn up was not workable and that in this one, it was a discussion as to the workability of this one that was going, that was O.K.'d now, or to be O.K.'d at that time.

Q. Did Mr. LeBaron have any paper or read from anything?

A. I don't think he did, I'm not positive. I couldn't say for sure. [1490]

Q. Did Mr. Harrington have anything to say?

A. Yes, Mr. Harrington spoke on the case, too, as to the legality.

Q. On the same subject?

A. On the same subject.

Q. Do you recall what Mr. Harrington said, in substance?

A. No, I can't recall what was said, the substance, because so much discussion pro and con as to what was good and what wasn't.

Q. Do you recall anything that Mr. Harrington said?

A. Yes, it was in regard to the eligibility of, I

(Testimony of Robert J. O'Hare.)

remember the question was asked as to the eligibility of the men working in the area and how long they had worked for a contractor such as if a man had worked with a contractor for the past ten years in an area where he was applying for work that he would be eligible for even as far as ten years back, that he was entitled to work if he had worked for a contractor in that area before.

Q. Do you recall whether or not either Mr. LeBaron or Mr. Harrington, perhaps, both of them said anything one way or the other about a list of employees or a work list? Answer that yes or no.

A. I don't remember whether that was discussed or not. I won't say yes to anything I'm not positive of.

Q. All right. Was anything said by Mr. LeBaron or Mr. [1491] Harrington or both about the hiring of employees?

A. I don't recollect as there was.

Q. Now, while Mr. LeBaron and Mr. Harrington were present, one or both, did anybody read any paper or pass out any paper there?

A. No, I don't think there was. I think it was a general discussion that day with the different crafts as to what the rights and what was right and what was not right.

Q. I'm going to show you a document that has been marked as Respondents' Exhibit 6 for identification. I'm going to ask you to look at it and tell me whether or not any of the subjects or matters contained on that document was discussed at the

(Testimony of Robert J. O'Hare.)

time Mr. LeBaron and Mr. Harrington were present at this Park Wilshire meeting, if you recall.

A. I am—I might say, yes, that (a), (b), (c) paragraphs, (a), (b) and (c) being in this here, they definitely were discussed. There was questions asked pro and con as to that.

Trial Examiner: Let the record show that the witness indicates by reference to Respondents 6 for identification that subparagraphs (a), (b) and (c) of Section III as shown on Respondents' Exhibit 6 were discussed and that the following text paragraph immediately below subparagraphs (c) of Section III was discussed.

Mr. Heimann: May I see that last one, please?

Q. (By Mr. Nicoson): Well, these paragraphs that you have [1492] just told the, just mentioned to the Trial Examiner, did Mr. LeBaron or Mr. Harrington participate in the discussion of those paragraphs?

A. I couldn't say for positive that they did but they were brought up there pro and con as to the workability of them at that time.

Q. They were discussed in Mr. LeBaron's and Mr. Harrington's presence, is that correct?

A. That's right.

Q. Do you recall whether Mr. LeBaron, Mr. Harrington, or both of them, had anything to say as to their participation, if any, in the construction of what is in this document under Roman Numeral III?

A. I might say, getting to Mr. Harrington, that

(Testimony of Robert J. O'Hare.)

Mr. Harrington simply was answering questions of a legal nature that were brought up there by anyone in there and most of the talking was done by Mr. LeBaron. Mr. Harrington was sort of advisory as to whether it was right or wrong.

Q. Will you state whether or not Mr. LeBaron mentioned at that time and place whether or not the paragraph, or Section III as it appears in that document satisfied the provisions of the Taft-Hartley Act?

A. That was my understanding of the discussion.

Q. Did you understand him to say that?

A. I did understand him to say that. [1493]

Q. Did you understand Mr. Harrington also to say that?

A. No, I couldn't say Mr. Harrington verified it or anything of that kind. Mr. Harrington was merely answering questions as referred to in a legal nature.

Q. I understand that. Do you recall any of the legal nature that was discussed?

A. No, I don't because there was too many of them there at the time.

Q. Prior to the discussion with, at which Mr. LeBaron attended, did Local 1400 have any arrangement such as appears to have been set up in Section III of this document which I have before you?

A. Yes, that is the way we operated, still operate that way.

(Testimony of Robert J. O'Hare.)

Q. You operated that way before?

A. That's right.

Q. Before Mr. LeBaron's statement?

A. That's right, before some time.

Q. You now operate in that same fashion?

A. Same manner.

Q. In other words, so far as Section III is concerned, that outlines how you handle the dispatching of men on the work list?      A. That's right.

Mr. Heimann: I object to the question without further specification of the time. We only have "before" but not what period before this. [1494]

Q. (By Mr. Nicoson): All right, tell the gentlemen how long before Mr. LeBaron spoke, did you have such arrangement?

A. I might say we had that arrangement for the past three or four years.

Trial Examiner: Prior to the Wilshire meeting?

The Witness: I mean now, at least two years before the Park Wilshire meeting.      ..

Trial Examiner: Very well.

Q. (By Mr. Nicoson): Directing your attention to on or about the afternoon of December 4, 1954, at or around 4:00 p.m., I will ask you whether or not you had a conversation with Mr. Clarence Dowdall who sits over there at the right of Mr. Heimann.      A. As far as I recollect, yes.

Q. Where did that conversation take place?

A. At the Carpenters' hiring hall at 2439 Santa Monica Boulevard, Santa Monica.

Q. Is that Local 1400?      A. Yes.

(Testimony of Robert J. O'Hare.)

Q. You were there? A. I was there.

Q. Mr. Dowdall was there?

A. That's right.

Q. Who else was present during the conversation?

A. Dockery, Mr. Dockery, Mr. Savage.

Q. That is Mr. William Savage? [1495]

A. Mr. William Savage, recording secretary and dispatcher.

Q. And Mr. Dockery, that is Mr. Johnny Dockery? A. That is Mr. John Dockery.

Q. You knew Mr. John Dockery, did you, before that time? A. Yes.

Q. He was a member of your local prior to that time? A. Prior to that, yes.

Q. Was anyone else present during this conversation? A. Not that I remember of.

Q. Will you now tell us what the conversation was and give us who made the statements and what they were, please?

A. I called from the field to see what's going on.

Q. Let's confine yourself——

A. I'm going to have to tell this to get——

Q. You tell me what happened to the meeting and I will bring you out from the field.

A. At the meeting, in arriving here at 4:00 o'clock, Mr. Savage said that Mr. Dockery and Mr. Dowdall was there to talk to me about a work order.

(Testimony of Robert J. O'Hare.)

Mr. Heimann: May I ask at which meeting that was?

Trial Examiner: You place this December 4, 1953?

Mr. Nicoson: That's right, at or about 4:00 o'clock in the afternoon.

Mr. Heimann: That was at the hall of Local 1400?

Mr. Nicoson: That is what the gentleman said.

The Witness: At that time I was informed that they had been to the Pardee Construction job and that when they first came in that they had not been cleared into any local, that their cards were in Alaska, and that they had a request from Pardee Construction Company, their names were not on the out-of-work list and that they had a request in there for them to go to work.

According to the agreement, my understanding is——

Q. (By Mr. Nicoson): Never mind what's according to the agreement. You tell us what was said.

Trial Examiner: Before you go any further, Mr. O'Hare, you say you were so informed, informed by whom?

The Witness: Informed about what?

Trial Examiner: You just recited what you were told when you got at the hall?

The Witness: Savage. This was Savage. That they had been there to the job and that they requested to go to work, were not on the out-of-work list. I told them that they had to sign the list.

(Testimony of Robert J. O'Hare.)

Q. (By Mr. Nicoson): You told whom?

A. I told Dockery and Dowdall that they had to sign the list in order to go to work, they had to be on the list and we take the list as they come off of there. They hadn't signed the list at that time, not to my knowledge.

Mr. Heimann: I object to the last statement, [1497] again, not referring to anything that he told anybody present at that time.

Mr. Nicoson: It may go out.

Q. (By Mr. Nicoson): Just confine yourself to the conversation, Mr. O'Hare.

A. And they wanted to know why they couldn't go to work and I told them that, according to their actions, they were subject to a fine from the Brotherhood for violation of their trade rules.

Q. Was anything else said at that time?

A. Yes, there was a discussion, a heated discussion come up and I don't exactly remember what was said so if I don't exactly remember what was said, I'm not going to repeat anything I'm not sure of.

Q. Go ahead, tell us what was said as you now remember.

A. Well, as I remember, I simply told them what the by-laws were and the rules of the local and what they had to do in order to get out of there to get out on the job.

Q. What did you tell them?

A. I told them they had to sign on the list, the out-of-work list, and that the contractor was sup-

(Testimony of Robert J. O'Hare.)

posed to call us for the men and men were sent off the list and they come in on rotation.

Q. Mr. Dowdall has testified in this record that during this conversation you handed him the document which is now in front of you marked Respondents' Exhibit 6, is that so or not?

A. That is true, or a similar document. I don't [1498] know whether this is the one or not but I handed him one of the agreements.

Q. Do you have any reason to believe that that sheet of paper with printing on in front of you is not the document that you handed to Mr. Dowdall?

A. No, I have no reason to believe that it isn't.

Q. Did you have any conversation with Mr. Dowdall and Mr. Dockery with respect to the work list other than what you have told us?

A. I would like to say this, that my conversation was mostly with Dockery.

Q. All right.

A. My, Mr. Dowdall was in the background and he was doing a lot of talking and I was paying attention to Dockery.

Q. What did you say?

A. I knew Dockery as a member of the local before.

Q. Tell us what you said and what he said.

A. I simply told Dockery he knew what the score was, he had been a member of the local before and he knew what the requirements were.

Q. Anything else?

(Testimony of Robert J. O'Hare.)

A. I told him the same, that he had to sign the out-of-work list in order to get on the job.

Q. Did Mr. Dockery have anything to say about that?

A. I don't remember what Mr. Dockery said. He didn't, Mr. Dockery didn't say too much. He said [1499] he simply wanted to know why the hell he couldn't get on the job.

Q. Through your job as business manager, I believe you said you knew Mr. Dockery?

A. That's right.

Q. For some period of time. How long had you known Mr. Dockery?

A. I probably have known, he belonged to our local for about a year, but he had worked in and out of our district previous, prior to going to Alaska.

Q. Over what period of time had he worked in and out of your district?

A. I think he probably worked out of there a year prior to going to Alaska.

Q. A year prior to going to Alaska. Do you know whether or not during that period of time that he was ever sent out to any jobs?

A. No, I don't because the dispatcher handles all of that. I don't dispatch them into the jobs.

Q. That would be something with Mr. Savage?

A. That would be something with Mr. Savage.

Trial Examiner: As I understand your testimony, Mr. O'Hare, your recollection now is that Mr. Dockery had worked in and out of Local 1400

(Testimony of Robert J. O'Hare.)

jurisdiction during the 12 calendar months immediately before he left to go to Alaska?

The Witness: Well, yes, that's right. [1500]

Q. (By Mr. Nicoson): Now, before Mr. Dockery went to Alaska, did this hiring arrangement which is now incorporated in Section 3 of Respondents' 6 which is before you, was that in effect at that time?      A. Oh, yes.

Q. Did you see either Mr. Dockery or Mr. Dowdall or both of them sign anything while they were there in your office?      A. No, I didn't.

Q. Did you see Mr. Savage hand them a work list?

A. The work list is in the window. I didn't see Mr. Savage hand them the work list.

Q. Did you ever prefer any charges against Mr. Dowdall or Mr. Dockery?      A. No, I didn't.

Q. Do you have any authority to fine either one of these gentlemen?

A. I have no authority to fine anybody.

Q. Do you know a Mr. Stephen Mazurek?

A. Yes, I do.

Q. How long have you known him?

A. Oh, 15, 20 years.

Q. Does he have any connection with Local 1400?      A. He is trustee of Local 1400.

Q. How long has he been so engaged?

A. On and off, last time, four years. [1501]

Q. Do you know whether or not Mr. Mazurek

(Testimony of Robert J. O'Hare.)

came to your office during the conversation you were having with Mr. Dowdall?

A. I saw him in the hall that afternoon.

Q. Did you see him in your office? A. No.

Q. You don't know whether he was in there or not?

A. No, I saw him in the hall, I saw him pass through in the hall.

Q. After you had this discussion with Mr. Dockery and Mr. Dowdall with respect to the work list and the other thing which you related, did Mr. Dowdall and Mr. Dockery and Mr. Savage then leave?

A. No, I think I left.

Q. You left? A. I left.

Q. By the way, what is the size of the office in which you were meeting these gentlemen?

A. The office itself, they were in the window. The office itself, it's about 8 by 10 or something like that, roughly. It's a small office.

Q. Two desks or three desks?

A. Two desks is all and a file, couple of files.

Q. And the window through which these men talked with you?

A. That's right, a window through which they talked.

Q. Do you recall whether or not you said [1502] anything to Mr. Dockery, to Mr. Dowdall or to both of them that if you signed the list that you would call them for assignment when their name came up?

A. No, we don't call anybody for work.

(Testimony of Robert J. O'Hare.)

Q. Did you say anything like that?

A. No, I didn't.

Q. What is your practice in regard to that?

A. To sign the list rough or finish, rough or finish carpenter and they put that down there and they put their telephone numbers down if they wish.

Q. Is that a requirement?

A. No, not a requirement.

Trial Examiner: If it is put down by the individual if he wishes to, is it the union's practice to make use of that information in any way?

The Witness: The only way we call them down is if a contractor, if he had been working for a contractor and the contractor called in there and said, "I want Charlie Smith," why, we call Charlie Smith at the request of the contractor.

Q. (By Mr. Nicoson): Otherwise, the list would work first in, first out?

A. They have to be there in the morning. The office is open at 7:00. They have to be in there in the morning when names are called at the top down the list. They start at the top and take them as they come down if they can handle the job. [1503] It says "Rough" and "Finish." If it is a finish job, a finish carpenter takes it. A rough carpenter, he is passed by automatically passes himself or disqualifies him.

Q. Mr. O'Hare, the procedure is clear to you since you probably have been following it for years but it may not be clear to the Trial Examiner or

(Testimony of Robert J. O'Hare.)

may not be clear to somebody else who may be called upon to read this record.

I'm going to ask you to tell us in layman's language how the assignment of work is handled in your office.

A. For instance, a man comes off from a job. That evening at 4:00 o'clock, the office closes at 4:30, he comes in and says, "Well, have you got anything for me?"

He is told to sign the list and come in the morning.

Q. Who comes in the morning?

A. The carpenter comes in the morning and then at——

Q. Where does he come?

A. He comes to the hiring, union hiring hall at 2439 Santa Monica Boulevard.

Q. Does he have any particular time at which he is supposed to be there?

A. No, at any time after 7:00 o'clock.

Q. All right.

A. We dispatch, as a rule, between 7:00 and 9:00. The contractor wants the men on the job at 8:00 o'clock so we take the list and call the list and whoever is there that can handle the [1504] work, takes it.

Q. What do you mean, call the list?

A. For instance, Charlie Smith is at the top and Jimmie Jones is second. One's a rough carpenter and the other is a finished carpenter and the call is for a finished carpenter. The second man gets it

(Testimony of Robert J. O'Hare.)

because he's the finish carpenter that can take the work.

Q. How do you determine, if you do?

A. Whether they are finish or rough carpenters?

Q. No, whether anybody is to be called or not?

A. The contractor requests them. He calls us for them the day before, gives us the name and address of the jobs and they tell us what they want, whether they need rough men, scaffold men, floor men or layout men or foremen or roofers, whatever they are, and we try to fill the job as the men in the hall are required and, so that, if we don't have the men that are required, we call the other nearby locals in order to fulfill the agreement we have by and between the contractor to service them.

Q. Now, go ahead. We got to the stage where the contractors have indicated to you that they want certain types of men and, I assume, that they tell you how many?      A. That's right.

Q. How do you proceed from there, you have received that information either by personal call, [1505] telephone call or by letter, is that right?

A. That's right. Then we write a work order.

Q. Wait a minute. Now, assuming that you have, as you have indicated, calls for roofers, floor men, rough, finish carpenters and you have several men on the list, will you now tell us just how you go about it and what you do in order to fulfill the request of the contractors?

A. Well, the first thing we do, we get a call from

(Testimony of Robert J. O'Hare.)

the contractor. He says, "I need three framers, two roofers."

The first thing, we call out and say we need three framers and two roofers and will you fellows be quiet so we can call you. There was always a hassle, so many in there waiting sometimes. And then we call the names as they come down there because for rough or framing, we call the rough men and we call them down there and, also, for framing, the roofers come out of the framing, too. So we call them and ask them who can do the roofing and who can do the framing. Then we assign those men with the work order to the job to the contractor.

Q. Now, this work order you are talking about, is that a written instrument?

A. That is a written instrument and we keep a copy of it.

Q. I now show you a document which has been marked Respondents' Exhibit 3 for identification and ask you if that is a copy of a work order which you have just spoken about. [1506]

A. That is a copy.

Q. What happens when you make out one of those work orders, if anything?

A. The only thing, you keep one and give one to the man to go to the job for the contractor.

Q. Well, do you give him any instructions as to what he is to do with it after he gets to the job?

A. Oh, yes, when he goes to the job he has to report to the steward and to the foreman on the

(Testimony of Robert J. O'Hare.)

job. The steward, in turn, takes this up and marks his name in the steward's card.

Q. Is that a matter of daily routine?

A. That's right.

Q. I will ask you this, taking the example that you have given us where you have a call for three roofers and two something else, I forget what they were, myself——

A. Framers.

Q. Framers, and the first man on the list is not qualified to do either of those jobs, what happens to him?

A. We take, we go down the line, we take them until we find somebody that can do it.

Q. Does he lose his place on the list?

A. No, he does not.

Q. He stays in his same position?

A. He stays in his position.

Q. He stays in the same position until the job [1507] comes up that he can qualify or that he wants to take?

A. That is about it, yes.

Q. In other words, are they required to take these jobs once you call these names?

A. Not if they don't want to take them.

Q. And if they decline to take the job, do they lose their place on the list?

A. No, they don't. I may state this, that the only time they lose their place on the list is when they take a job.

Q. All right. Now, after you have made out the work order and given it to the man with instructions that he report to the job to the shop steward

(Testimony of Robert J. O'Hare.)

and to the foreman, do you have any further connection with that man on that job?

A. Not unless he has a dispute on the job over his wages or jurisdictional dispute, maybe.

Q. Something which would come under the head of what you mentioned a while ago as representation in the field? A. That's right.

Q. I show you another document which, for the purpose of identification, has been marked Respondents' Exhibit 7 which is entitled "Out-of-Work Sheet." Have you ever seen any such document as that before?

A. Yes, sir, that is one of our documents.

Q. That has your local number printed on the top? A. That's right. [1508]

Q. Do you know how those lists are made up?

A. Yes, these are made up by the dispatcher who is the secretary. He types the numbers in here and as the men sign them. See, they are crossed off the out-of-work list to go to work. He has no phone number. Some put their phone number on and some don't. And then, as I say, they go down the list and whoever can take the work, they are marked. Some of them don't mark, they take anything, that means that they will do anything.

Trial Examiner: Let the record show that the witness in giving his last response referred by pointing his index finger to the two columns immediately adjacent on the form to the column containing a series of numbers in rotation, the first of the two columns immediately to the right of the

(Testimony of Robert J. O'Hare.)

number column being headed with the letter "R," the second column immediately to the right of the column headed "R" being headed with the letter "F". Do I interpret your last response correctly, Mr. O'Hare, as indicating that the letter "R" stands for rough carpenter and the letter "F" stands for finish carpenter?

The Witness: Right.

Trial Examiner: An "X" mark in either one column or the other opposite the particular name indicates the particular type of work that that individual wishes to take or feels qualified to take?

The Witness: That's correct.

Trial Examiner: And in the absence of any "X" mark it indicates that the individual feels qualified to take either kind of work and desires to take either kind?

The Witness: That's right.

Q. (By Mr. Nicoson): Now, I call your attention to the typing at the top of the page, at least, up in the upper right-hand which seems to be typed in red ink, the word "Sheet 1."

Do you have any idea who would put that on there?

A. The secretary and dispatcher, Mr. Savage.

Q. Mr. Savage—

Mr. Heimann: Could I have the last question read back, please?

(The question was read.)

Q. (By Mr. Nicoson): I also call your attention to what appears to be typing at the top of the

(Testimony of Robert J. O'Hare.)

page in red ink the words "From December 1st, 1953."

Do you know who put that on there?

A. Well, I don't know who put it on there other than Mr. Savage in the office. He is the only one that would put it on there. Brother Savage is the only one that handles this sheet.

Q. Have you in your experience as a business manager seen more than one of these work lists?

A. You mean the duplicate of these work lists? [1510] No, we just have——

Q. No, I'm sorry, more than one set of work sheets?

A. No, we just have the one set of work sheets. We have no duplications.

Trial Examiner: Have you seen one with different dates than December 1st and December 8th?

The Witness: That have these same names?

Trial Examiner: Have you ever seen a form like that with a different date at the top?

The Witness: No, I haven't.

Trial Examiner: Very well.

Mr. Nicoson: I don't think you quite understand, either one of you.

Q. (By Mr. Nicoson): Do you know, Mr. O'Hare, what the words up at the top of the page "From December 1st, 1953 to December 8th, 1953," are put on there for? A. Yes, I do.

Q. What are they put on there for?

A. That is the first day of signing this in. The following Tuesday, they call the sheet off and call

(Testimony of Robert J. O'Hare.)

the names, those in the hall sign the sheet. Those that are not in the hall, those names are off until they come in and sign them.

Q. What the Trial Examiner wants to know and what I very much would like to know is whether or not you have ever seen any other work list which did not have on it the date from [1511] December 1st, 1953, to December 8th, 1953?

A. What do you mean, from December 8th to——

Q. Listen to what I said, please.

Mr. Nicoson: Read the question to the witness.

(The question was read.)

The Witness: I never seen any other work list which has December 1st to December 8th on it.

Trial Examiner: Mr. O'Hare, once again you misunderstand both Mr. Nicoson and myself. You testified that, in effect, if I interpret your last answer correctly, that this particular list became out of date and had no further significance on December 8th?

The Witness: That's right.

Trial Examiner: What happened after that?

The Witness: Then, there's another work list that is signed the following week. These work lists are signed weekly.

Trial Examiner: Go ahead.

Q. (By Mr. Nicoson): The one that followed that, would that bear the date December 1st, 1953 to December 8th, 1953?      A. No, it wouldn't.

Q. It would bear a different date?

(Testimony of Robert J. O'Hare.)

A. A different date.

Q. All right. Have you seen any other work sheets that bore different dates from the one on Respondent's Exhibit 7?

A. Oh, yes, I have seen many. [1512]

Q. Over what period of time?

A. Oh, for the last couple years I have, or more.

Q. Have you ever seen any work sheets that did not have at the top of it a date which indicated that the work sheet was good for only one week?

A. No, I haven't.

Q. I believe you have testified, or maybe you told me off the record, that so far as the actual manual handling of this sheet is concerned, that is Mr. Savage's job?

A. That's correct.

Trial Examiner: Before you pass on to a different subject, Mr. Nicoson, there were one or two questions of a more or less technical nature I think I might possibly interpose at this time with respect to the entries on the sheet.

Q. (By Trial Examiner): We have had an explanation of the number column, the column headed "R" and the column headed "F". The name column is self-explanatory and I believe you testified, Mr. O'Hare, that the presence of a line drawn through a particular name indicates that at some time when this sheet was in use, that individual answered the call and received the work order?

A. That's correct.

Q. Some of the names that have lines drawn through them have entries in ink which, appar-

(Testimony of Robert J. O'Hare.)

ently, indicate dates. Can you explain the significance of those dates? [1513]

A. No, I can't other than they might be people that are on the unemployment and that he puts those down there for reference if the unemployment office calls to find out if they are eligible for work or if, there's been lots of times these fellows won't take work and they are following them up through the unemployment bureau to see if they are doing chiseling that is the only thing. I don't know what it is on there for, to be truthful, unless it is for that because we try to cooperate with the unemployment office with the chiselers.

Q. Now, the column headed "Phone Number," that would seem to be self-explanatory. The final column is headed "Local Number" and I notice some, from an inspection of the various sheets in Respondents' 7 for identification, that in a large number of cases No. 1400 appears there. What would that entry in the Local column indicate?

A. The man who puts it down simply puts down the local number that he belong to. Doesn't have to put it down if he doesn't want to. You will notice every now and then they don't put it down there.

Q. Well, if a man puts down 1400, that means he was a local—a man of this particular local?

A. 1913, a member of 1913 or 844 or whatever it happens to be. You see on that sheet different locals, 1478, 5063 and 1913, 563. Those are outside

(Testimony of Robert J. O'Hare.)

members that come from other [1514] locals and sign their names.

Trial Examiner: I have nothing further.

Q. (By Mr. Nicoson): Do you know whether, Mr. O'Hare of your own knowledge, whether there is a practice among the Carpenters to register at more than one local? A. That is true.

Q. Each week?

A. That is right. I might say that they start out early and go from one local to the other to see where the best chance that they can get to work. That is a privilege that they are entitled to.

Mr. Nicoson: That is all. You may cross examine.

#### Cross Examination

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. O'Hare, you testified that the agreement that you had with the Associated General Contractors and the Building Contractors Association states that the men must be in the hall the next morning?

Mr. Nicoson: Objected to on the ground that is not what he testified to, improper interpretation of his testimony.

Q. (By Mr. Heimann): Well, will you tell us what you did [1515] testify in that respect?

\* \* \* \* \*

The Witness: In respect to what?

Q. (By Mr. Heimann): In respect to what the agreement says as to the requirement that men are in the hall the next morning.

(Testimony of Robert J. O'Hare.)

A. I didn't say that the contractors agreement was that the men, I said the local requires them to be in the hall.

Q. Is it your testimony now that that is a requirement of the local and not of the contract?

A. Yes, insofar as I know, yes. [1516]

\* \* \* \* \*

Q. Now, you told Mr. Dockery and Mr. Dowdall that they had to sign the out-of-work list, is that right?

A. That's right. [1518]

\* \* \* \* \*

Q. I show you Respondents' No. 7 and call your attention to the words "Permit" in the lines following the names of Mr. Dockery and Mr. Dowdall. Do you know who put these two words "Permit" down?

A. I didn't see these men sign or put them on.

Q. Do you know who put the word "Permit" down?

A. No, I don't know. [1519]

\* \* \* \* \*

Q. Now, Mr. Dockery showed you a work request from the superintendent on the Pardee job, didn't he?

A. I don't remember whether Mr. Dockery or Mr. Dowdall, either one showed me a work request for a job.

Q. Well, you told them they were subject to fine?

A. I told them they were subject to fine, yes.

Q. What for?

A. For going to the job without clearing into the local, into the District Council.

(Testimony of Robert J. O'Hare.)

Q. What do you mean without clearing into the local or through the District Council?

A. Men come in here from Alaska without clearing. The by-laws say they must be cleared before seeking work.

Q. What do you mean by "must be cleared," explain that procedure?

A. Must have a card in this local or is in some other in [1521] the Council, according to the constitution.

Trial Examiner: We have had some testimony here, Mr. O'Hare, that the process of getting a card into a particular local, depositing a card, as is the phrase that has been used, involved a transaction between the individual and the officials of the particular local, and that the procedure in the alternative involving a reference to the District Council is a procedure which has been described here as taking out a temporary working card. Is that what you have reference to?

The Witness: That's right.

Mr. Heimann: Is it your practice not to send a man out until he has either deposited his card or has obtained a temporary working card?

The Witness: That is correct.

Q. (By Mr. Heimann): Now, I'm not very familiar with your by-laws but if you call up men for a job, if a contractor requests them and they have worked for a contractor before, why would Mr. Dockery be subject to a fine for getting a request from the Pardee job?

(Testimony of Robert J. O'Hare.)

A. Dockery would be subject to a fine for not clearing into the local for going to work or expulsion from the Brotherhood. That is the way the constitution reads.

Trial Examiner: Well, the particular question that a Mr. Heimann asks is where was the particular thing that was wrong in Mr. Dockery's procedure?

The Witness: That is what was wrong.

Mr. Nicoson: No, no, the question was why and he gave him an answer.

The Witness: I gave him an answer.

Trial Examiner: I don't understand the answer.

Mr. Heimann: The answer did not answer my question.

Mr. Nicoson: He asked why he had been subject to a fine and he told him because he didn't clear into the local as the constitution provided for.

The Witness: That is just exactly the answer. You asked me why.

Trial Examiner: I don't understand that answer.

The Witness: You don't understand the answer?

Trial Examiner: No.

The Witness: Why, to go further back, why, they came in here, they didn't, according to the constitution, they didn't clear into any local or did they get any clearance from the District Council. That is the constitution and by-laws. He asked me why that I told Mr. Dockery that he was subject to a fine. That is why I told him he was subject to a fine.

(Testimony of Robert J. O'Hare.)

Trial Examiner: Let me see if I understand you clearly. What Mr. Dockery did, as you understand it, was to go to the Pardee job and get a work request before he had done either one of two things which he might have done?

The Witness: Correct. [1523]

Trial Examiner: He either deposit his book or get a temporary working card?

The Witness: Correct.

Trial Examiner: Is it a fact he did that, that he got the work request before doing either one of the two things, the action which subjected him to a fine?

The Witness: The action which subjected him to a fine was to seek work in the area where he was at without clearing into any local in the area or through the council in the District Council. He is subject to a fine or expulsion from the Brotherhood for doing such a thing. The constitution and by-laws states that.

Trial Examiner: Very well.

Q. (By Mr. Heimann): Didn't you tell Mr. Dockery he was subject to a fine for hustling his own job? A. No, I didn't.

Q. At the time you told Mr. Dockery and Mr. Dowdall to put their names on the list, you knew that they had a temporary working card, did you?

A. I did not.

Q. Didn't they show it to you ?

A. I don't remember whether they showed it to me or not at that time.

(Testimony of Robert J. O'Hare.)

Q. Well, you wouldn't have permitted them to sign the list unless they had either deposited their card or paid the [1524] temporary——

A. I told them what they had to do. I didn't see them sign the list. I don't know whether they signed the list at that time. I told them what they had to do.

Q. What did you tell them they had to do?

A. As I stated before, that they had to be cleared through the Council or local to get their names on the list, sign the list.

Q. In other words, they had to be cleared through the local or through the Council before they could sign the list?

\* \* \* \* \*

The Witness: That's right .

Q. (By Mr. Heimann): You stated that you did not tell Mr. Dowdall and Mr. Dockery that they would be called?

A. They would be called on the phone, what do you mean "called?"

Q. Did you tell them that they would be called if their names come up?

A. I never tell anybody they would be called. No, I didn't tell them they would be called.

Q. What did you tell them exactly, not exactly, as close as you remember about the procedure that was followed in respect to the list, if anything?

A. Same as I have stated before. [1525]

Q. Would you state it again?

A. I told them they were subject to sign the list

(Testimony of Robert J. O'Hare.)

and they should have to be cleared before they could sign the list.

\* \* \* \* \*

Q. Did you follow—how long have you been with Local 1400?      A. About 14 years. [1526]

\* \* \* \* \*

Q. (By Trial Examiner): Mr. O'Hare, if I interpret your testimony correctly, you have told us that the out-of-work list that the union is currently maintaining week by week is, as you understand, conducted in accordance with the requirements of these particular provisions of the short form contract identified as Respondent Unions' 6 that we have been talking about up to now? [1528]

A. That's correct. [1529]

\* \* \* \* \*

Q. Now, you testified that it's a practice with which you are familiar that carpenters who are members of other locals may appear at Local 1400 hiring hall and sign your list?

A. That's right, they do.

Q. Are there any conditions attached to their right to sign, do they just walk in and show their membership book and sign or are they required to go through any preliminary procedure?

A. Well, they show that they belong in the Brotherhood.

Q. To what members of the Brotherhood other than members of Local 1400 would that right extend?      A. I don't know just what you mean.

Q. I notice here some persons as you pointed

(Testimony of Robert J. O'Hare.)

out who have not indicated any local number as to whom we can draw no inferences. I notice others on Respondents' 7 who have indicated such local number as 1335, 1913, 75, 25, 2375, 1052, 1506, 1478, 583, 2435, 1565, 929, 844, 1052, 1478. Now, if I understand you correctly, persons whose books are deposited in those locals and who are currently paying dues to those locals have the privilege of walking into Local 1400's hall and signing the out-of-work list?      A. That's correct. [1533]

Q. Now, before they sign the out-of-work list, what do you require them to establish in order to establish their right to sign?

A. A card, Building Trades card that they received to show that their dues are paid, must show before they go to work a paid up card.

Q. When you speak about a paid up card, what sort of card are you referring to?

A. I hope mine's paid, District Council card, I will show it to you.

Trial Examiner: Let the record show that the witness indicates a small card, approximately the size of a large calling card about three by two in size, bearing a legend indicating, or purporting to show, that it is issued by the United Brotherhood of Carpenters and Joiners of America, American Federation of Labor, Los Angeles County District Council of Carpenters, Robert O'Hare, president, Earl Thomas, secretary-treasurer. On the back, the card states, "Always carry this card. Revocable for cause." And it identifies itself as a quarterly work-

(Testimony of Robert J. O'Hare.)

ing card and has evidence of affiliation with Los Angeles County Building and Construction Trades Council.

Well, then, would I be correct in inferring that all these local members other than Local 1400 which I just read off in the last column of Respondents' 7 for identification [1534] are local members of other locals within the Los Angeles area?

A. That is correct.

Q. So that this reciprocal right of members of the Brotherhood to walk into any member local's office and sign the out-of-work list applies to members of Carpenter locals in Los Angeles County?

A. That is correct.

Q. Would the same right apply to members of locals outside of Los Angeles County?

A. No, they have to have, have to be cleared through the local or Council in the area.

Q. And, by that, you mean they either have to follow the book depositing procedure or temporary working card procedure? A. That's correct.

Q. Now, with respect to this book deposit procedure, we had some testimony here, I believe most of it was given in your absence by Mr. Dowdall upon questions by me as to how this book deposit procedure worked. If I recall his testimony correctly, what it boiled down to was this: He indicated that it was possible for an individual holding a paid up dues book in some local outside of Los Angeles County to come in to Los Angeles County with the fixed intention of depositing it in some

(Testimony of Robert J. O'Hare.)

local here and that if he had that fixed intention at the time he left the area of his old home local, he might have had, or could have had, the appropriate entry releasing, [1535] releasing his book for that purpose made by the appropriate officer of his old home local and that he could present the book in Local 1400 or any other Los Angeles County local with that entry made by the appropriate officer of his old home local.

That is a procedure that you are familiar with?

A. That is called a clearance card, yes.

Q. Now, when an individual has formed that intention before he leaves the territory of his home local and takes care of all this paper work before he leaves the territory of the old home local and comes into your local, what procedure do you follow in order to establish him as a member of your local?

A. He presents the book to the secretary, the secretary looks the book over and if he's a paid up member and presents the book within 30 days from the time of his clearance, he's accepted. The clearance is torn out of it, signed by our local and he's accepted into the local and then we forward the clearance card to the headquarters in Indianapolis that notifies the local that he has left that "Jim Smith" or "Charlie Jones" has cleared into Local 1400, Santa Monica, California.

Q. Now, it also has been testified here that it frequently happens, or may happen, that an individual may leave the territory of his old home local

(Testimony of Robert J. O'Hare.)

without having made up his mind on this matter of depositing his book and he may arrive [1536] in the territory of a local like Local 1400 and make up his mind when there that he wants to deposit his book in Local 1400, but there's been none of the paper work back in the old home local that he would normally be required to undertake. What do you do then?

A. If he wishes to deposit his book in our local and he says that he does, we will take his book and we will forward it to the local in the area where he came from, stating that he asked for a clearance from it and, in the meantime, so he can go to work and he won't lose any time, we give him a temporary working card until such time as the local he's from sends it in there. Also, on top of that, if he has paid three months' dues and those two-months dues are in that local and the months that he's in here, we also ask for them to forward the two-months dues to our local that they are not entitled to because he transferred into our local.

Q. Now, in the first place that I have indicated where the individual has already completed the clearance procedure in the hold home local and he comes to you with the appropriate entries made by the old local's appropriate officers and he indicates a desire to deposit the book in your local, may that individual, if he is out of work, sign your out-of-work list immediately?

A. Upon presentation of the book, yes.

Q. Is there any fee or other charge other than

(Testimony of Robert J. O'Hare.)

the payment [1537] of current month's dues that may be required of him?

A. No, sir, not on that.

Q. Very well. Now, you have testified that if the individual forms the intention of depositing the book after he arrives in your territory——

A. That's right.

Q. ——that for his convenience he may be issued a temporary working card until all the paper work is finished?

A. Providing he gives us his book to send it to the sister local that he comes from.

Q. Is there any charge for issuance of the temporary working card?      A. No charge.

Q. Is the individual in that situation entitled to sign the out-of-work list immediately?

A. Yes, he becomes a member of the local automatically because he has declared himself to become a member of our local rather than any other local in the area.

Q. If an individual comes into the territory of a local like Local 1400 and indicates that he has no desire to deposit his book in your local but wishes to hold it in the records of his old home local and maintain dues paying membership there, if I understand the purport of your testimony correctly, he is told before he can sign the out-of-work list he has to get a temporary working card from the District Council? [1538]

A. Yes, get it from the Council.

(Testimony of Robert J. O'Hare.)

Q. Is there any charge for that temporary working card?

A. I think there is a charge of the monthly dues, whatever the monthly dues are.

Q. In the particular local in whose area he wishes to work?

A. No, no, that is the Council, that is the Council.

Q. Now, I don't know whether this may or may not be material but I would like to clear it up for the record for whatever significance it may have anyway.

I think it's generally known and I would certainly assume in that case, unless corrected, that monthly dues payment made to a particular local are divided in your financial administration, part of the money being retained for the benefit of the local and part of it being remitted to the International?

A. That is per capita tax, that is correct.

Q. Is part of the monthly dues payment diverted for the use of the District Council as well?

A. That is correct.

Q. So that, actually, there's a three-way split?

A. That is correct, per capita tax to the District Council, per capita tax to the Headquarters.

Q. Very well. What distribution is made of the fee paid in connection with the issuance of this temporary working permit? [1539]

A. The Council, the District Council has that.

Q. Do they retain the full amount?

(Testimony of Robert J. O'Hare.)

A. As far as I know, retain it for bookkeeping purposes.

Trial Examiner: I have nothing further.

Mr. Nicoson?

Redirect Examination

Q. (By Mr. Nicoson): I now show you again, Mr. O'Hare, Respondents' Exhibit 6 for identification and ask you whether or not the provisions of Section III of that document were in effect at the time you had your conversation with Mr. Dockery and Mr. Dowdall on December 4, 1953?

A. To my knowledge, they were.

Q. I believe Mr. Dowdall testified that you handed him this document, I think we have covered that at the time?      A. That is correct.

\* \* \* \* \*

(The document heretofore marked Respondents' Exhibit No. 6 for identification was received in evidence.) [1540]

No. \_\_\_\_\_

RESPONDENTS' EXHIBIT No. 6

Date: \_\_\_\_\_, 195

## ARTICLES OF AGREEMENT

## ENTERED INTO BY AND BETWEEN \_\_\_\_\_

hereinafter known as the CONTRACTOR, and the BUILDING & CONSTRUCTION TRADES COUNCILS OF THE TWELVE (12) SOUTHERN CALIFORNIA COUNTIES, hereinafter known as the COUNCIL. For the purpose of clarification, the Twelve (12) Southern California Counties are herein enumerated as follows: Los Angeles, Inyo, Orange, Mono, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and San Diego.

## I

The CONTRACTOR recognizes the COUNCIL and its affiliated local UNIONS as the sole and exclusive bargaining representative of all employees of the CONTRACTOR on work over which the COUNCIL has jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labor.

## II

The CONTRACTOR, not being signatory to any recognized multiple-employer unit, hereby agrees to accept and be bound by all of the terms and conditions of the multiple-employer unit in effect and as recognized, modified and renewed from time to time through collective bargaining by the COUNCIL and its affiliated local UNIONS.

## III

The CONTRACTOR and the COUNCIL agree that in the employment of workmen for all work covered by this Agreement in the Southern California Counties described above, the following conditions and procedure shall govern:

That the Local UNIONS shall establish and maintain open and non-discriminatory employment lists for employment of workmen in the work and area jurisdiction of each respective Local UNION of each particular trade.

That the CONTRACTORS shall first call upon the respective Local UNIONS having work and area jurisdiction, or their Agents, for such men as they may from time to time need, and the respective Local UNIONS, or their Agents, shall immediately furnish to the CONTRACTORS the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the CONTRACTORS.

That the respective Local UNIONS, or their Agents, will furnish each such required competent workman or skilled mechanic entered on their lists, to the CONTRACTORS by use of a written referral and will furnish such workmen or skilled mechanics from the respective Local UNION'S listings in the following manner:

- (a) The specifically named workmen who have been recently laid off or terminated in that respective Local UNION'S work and area jurisdiction by a CONTRACTOR now desiring to re-employ the same workmen in that same area provided they are available for employment.
- (b) Workmen who have been employed by CONTRACTORS in the respective Local UNION'S work and area jurisdiction within the multiple-employer unit during the previous ten (10) years and are available for employment.
- (c) Workmen whose names are entered on the list of the respective Local UNION having work and area jurisdiction and who are available for employment.

That reasonable advance notice (but not less than 24 hours) will be given by the CONTRACTORS to the UNIONS, or their Agents, upon ordering such workmen or mechanics; and in the event that 48 hours after such notice, the UNIONS or their Agents shall not furnish such workmen, the CONTRACTORS may procure workmen from any other source or sources. If men are so employed, the CONTRACTORS will immediately report to the Local UNIONS having work and area jurisdiction, or their Agents each such workman by name.

## IV

The CONTRACTOR agrees that workmen employed by the CONTRACTOR or workmen employed by his SUB-CONTRACTOR for a period of thirty (30) days continuously or accumulatively within the multiple-employer unit and procured in accordance with Article III of this Agreement or procured from other sources by the CONTRACTOR or their SUB-CONTRACTOR shall become members of the appropriate craft UNION signatory hereto immediately upon terms and qualifications not more burdensome than those applicable at such times to other applicants of such UNION.



V

CONTRACTORS may transfer workmen in good standing of the six basic crafts from the jurisdiction of one Local UNION to the jurisdiction of another Local UNION of the same craft up to the maximum permitted at the date of this Agreement by the International Constitution and By-Laws of the craft involved, but in any event not more than 10 per cent of the current requirements by crafts on the project to which the transfers are to be made, including a maximum of two foremen in each craft. CONTRACTORS recognize the desirability of employing workmen in good standing of the Local UNION having jurisdiction to the greatest possible extent and it is the intention of the parties that the Local UNION having jurisdiction refers to the work jurisdiction and area jurisdiction of all appropriate craft Local UNIONS affiliated with the COUNCILS covered by this Agreement as such work and area jurisdiction shall continue to be recognized, accepted and maintained.

VI

Workmen employed by any CONTRACTOR, pursuant to the terms of this Agreement, and remaining in good standing in the craft in which they are employed, shall not be removed nor transferred by the UNIONS unless the prior approval of the CONTRACTOR has been obtained.

VII

It is agreed that no employee working under this Agreement need work under any conditions which may be, or tend to be, detrimental to his health, morals or reputation, or cross any picket line, or enter any premises at which there is a picket line authorized by any of the Building and Construction Trades Councils described above as "COUNCIL" or authorized by any American Federation of Labor Central Labor Council, or handle, transport or work upon or with, any product declared unfair by any of such COUNCILS.

VIII

It is mutually agreed by the CONTRACTOR, COUNCILS and their affiliated UNIONS that they recognize the need of Apprenticeship training and to this end shall indenture Apprentices in each of the trades employed, in conformity with Section 1777.5 of the Labor Code of the State of California governing employment of the Apprentices of public work.

IX

Upon all work either performed by the CONTRACTOR directly or performed by his sub-contractor, there shall be no stoppage of work on account of a jurisdictional dispute. If any jurisdictional dispute arises, it must be settled by the UNIONS of the Building & Construction Trades Department of the American Federation of Labor, on whose behalf the COUNCIL has executed this Agreement and the parties signatory hereto agree to comply with the terms of the jurisdictional settlement immediately.

X

This Agreement shall become effective at the date hereof and remain in full force and effect for a period of one year and from year to year thereafter, unless either party has given sixty (60) days written notice to the other party that it desires to terminate.

The parties signatory hereto agree that any modification of the terms of this Agreement regarding payment or the employment of workmen employed by the CONTRACTOR signatory hereto or employed by any of his sub-contractors shall be in full accord with the terms of collective bargaining agreements reached between the UNION having jurisdiction over the work involved and the CONTRACTORS association or trade group with whom each respective Local UNION bargains collectively.

CONTRACTOR OR FIRM:

Los Angeles Building and Construction  
Trades Council

532 Maple Ave., Rm. 603  
Los Angeles 13, Calif.  
MAdison 6-8355

By \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ Zone \_\_\_\_\_

Telephone Number \_\_\_\_\_

Classification \_\_\_\_\_

State License Number \_\_\_\_\_

L. A. VIE, Secretary

Business Representative

Local Union No. \_\_\_\_\_







(Testimony of Robert J. O'Hare.)

Recross Examination

\* \* \* \* \*

Q. (By Mr. Heimann): You don't remember any such discussions?

A. I don't remember for sure whether there was or not.

Q. Now, you told the Trial Examiner, correct me if I'm wrong, that the out-of-work list is conducted in accordance with Respondents' 6, is that correct?

A. Insofar as I recollect, yes, sir. [1544]

\* \* \* \* \*

Q. Did the local in setting up the out-of-work list procedure adhere to the second paragraph in Section III of Respondents' 6? Just read it, if you wish to.

A. Which one is that?

Q. That is the one that starts, "Local union shall establish and maintain open and non-discriminatory employment lists," and then it continues.

A. So far as I know, that is true. [1545]

\* \* \* \* \*

Q. (By Mr. Heimann): You testified that—no, I will ask another question first.

Would you show us the card again that you showed the Trial Examiner before that a member from another local must show before he can register on the list?

I don't know which is front or back, but on one side it says, "Quarterly working card," is that correct?

A. That is correct.

Q. On the other side, there's a space for the name of the holder of the card, is that correct?

(Testimony of Robert J. O'Hare.)

A. That's correct.

Q. Yours says "Robert J. O'Hare" filled in?

A. That is correct.

Q. And under that there are the printed words, or abbreviations for October, November and December?      A. Correct.

Q. And after that there's filled in in ink a date, is that correct?      A. That's correct.

Q. And after that there's a stamp at each line "Walter Savage," is that correct?

A. That is correct. [1546]

Q. Would you tell us whether that date on the stamp signifies that you have paid the dues for these months?      A. That's correct.

Q. Would you tell us if a member whose card shows that he has not paid the dues for the current months can sign the out-of-work list?

A. If his dues are unpaid?

Q. That's right.

A. No, that isn't true. He has to show his card when his name is called before he gets the work order. He will not get a work order if he hasn't got his dues paid.

Q. I see.

A. If he hasn't got his dues paid he doesn't get the work order. He can sign the work list but—

\* \* \* \* \*

Q. (By Mr. Heimann): Mr. O'Hare, will you repeat what you [1547] told the Trial Examiner as closely as you remember?

\* \* \* \* \*

(Testimony of Robert J. O'Hare.)

The Witness: But he doesn't get a work order if he hasn't got his dues paid.

Trial Examiner: Let the record show that the witness' last response was in addition to an answer previously given and interrupted and was given after the record showing his interrupted answer had been read to the witness.

Q. (By Mr. Heimann): Mr. O'Hare, if an applicant for employment isn't a member of any local of the Brotherhood of Carpenters, can he sign the list?

A. Yes, he can.

Q. Does he have to take out a temporary working card?

A. He has to make known a desire that he will join the union within 30 days.

Q. When does he have to indicate that desire?

A. When he signs the out-of-work list.

Q. How does he indicate that desire?

A. He simply tells the man verbally, as far as I know. I have never had the occasion happen but that is my understanding of it. I know he can sign the out-of-work list.

Q. Does he have to take out a temporary working card during those 30 days? [1548]

A. He has to have something to show that he goes there. He pays nothing for it. He gets a card.

Mr. Heimann: May I have the answer read back, please?

(The answer was read.)

The Witness: That is my understanding. I never had the occasion happen.

(Testimony of Robert J. O'Hare.)

Q. (By Mr. Heimann): As far as you remember, that never happened?

A. As far as I know, never happened to me.

Q. Now, you stated that, and correct me if I'm wrong, that if a member does not wish to deposit his book, he must take out a temporary working card and, for that, he pays the dues of the District Council, is that correct?

A. There's no District Council dues. He pays the work permit at the District Council.

Q. And what is that fee that he has to pay?

A. Not more than the monthly dues, the current monthly dues.

Q. The monthly dues of what?

A. Of the local, District Council, whatever they are, the same in all locals.

Trial Examiner: Now I understand your previous answer when you were talking about the dues of the Council in response to an earlier question of mine, you meant the dues charged by locals within that Council's jurisdiction?

The Witness: That's correct. [1549]

Q. (By Mr. Heimann): And you said that the fee for the temporary working card is kept by the Council for bookkeeping purposes?

A. That is my understanding.

Q. That local is credited with it?

A. No local has not part of it at all.

Q. What do you mean by bookkeeping purposes?

A. The time they have to handle it, I suppose, I don't know other than that.

(Testimony of Robert J. O'Hare.)

Q. Do you know whether the Council keeps the fees?

A. I don't know whether the Council sends part of it to Headquarters or not. I don't know what the arrangement is.

Q. I see. You are president of the Council, aren't you?

A. That's right. I still don't do the bookkeeping.

Mr. Heimann: No further questions.

Trial Examiner: I just have one suggested by Mr. Heimann's series of questions.

With respect to your working card, at the time of my original questions, I wasn't interested in exploring the matter of dues payments as a condition precedent to signing the out-of-work list, but since the problem has been raised, I will ask this: You have indicated that an individual holding such a quarterly working card, if it did not indicate dues payments [1550] covering the period of time in which he presented himself in a particular local, he would be permitted to sign the out-of-work list but gets no work order until the quarterly working card shows his dues paid up?

The Witness: For that current month, for the current month.

Trial Examiner: For example, if an individual made monthly instead of quarterly payments and his working card showed dues paid for the month of October and he presented himself during October, he would be entitled to sign the out-of-work list and to get a work order, if I understand you correctly?

(Testimony of Robert J. O'Hare.)

The Witness: That's correct.

Trial Examiner: If it showed dues paid for the month of October and he presented himself in November, he would be permitted to sign the out-of-work list but get no work order until he showed dues paid for the month of November?

The Witness: That's correct. [1551]

### TED MORRIS

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Nicoson): State your name for the record.      A. Ted Morris.

Q. Where do you live, Mr. Morris?

A. I live at 32660 Whispering Palms Trail, Palm Springs.

Q. California?      A. California, yes.

Q. What is your business or occupation?

A. I'm a carpenter.

Q. Do you have any connection with Carpenters Local 1046 of Palm Springs?

A. At the present time I'm trustee.

Q. Did you hold any office with Local 1046 on about the 15th of January, 1954?

A. I was a financial secretary at that time.

Q. Did you hold any office with that local on January 7, 1954?

A. Yes, sir, I was financial secretary.

Q. I hand you a document which is in evidence

(Testimony of Ted Morris.)

as General Counsel's Exhibit 30 and address your attention to the signature in the lower right-hand corner and ask you if you [1552] recognize whose signature that is? A. Yes, sir, I do.

Q. Do you know Clarence Dowdall who is just walking in the room? A. I do.

Q. I will ask you whether or not you were present in the local hall on January 7 when Mr. Adams issued that card to Mr. Dowdall. A. I was.

Q. Who was present besides you and Mr. Dowdall and Mr. Adams, if anyone?

A. Well, there was one that I recall that one that I was talking about, was Leo Cruse. Howsoever, only the fact that he was in there talking to me was the reason why I recall him. However, there were probably 30 or 40 men around there but I don't know just who they were.

Q. Was there a conversation before this card was issued?

A. May I ask a question first?

Trial Examiner: Surely.

The Witness: You say on the 7th of January. I want to get my dates straight. Is this the date or——

Q. (By Mr. Nicoson): This is the date which the card indicates.

A. The card was issued——

Q. I will ask you this, have you ever seen temporary working [1553] cards? A. Yes, sir.

Q. I will direct your attention to the line which is marked "Date 1-7-54." A. Yes.

(Testimony of Ted Morris.)

Q. Do you recognize that as being the handwriting of Mr. Adams?      A. Yes, sir.

Q. And that is the——

A. As financial secretary, I check all the books.

Q. And you are positive that is the date on which the card was issued?      A. Yes, it is.

Q. Do you know whether or not there was any other issuance of working card to Mr. Dowdall in the month of January, 1954?

A. No, sir, there was not.

Mr. Heimann: May I have the question read back, please?

(The question was read.)

Q. (By Mr. Nicoson): Now, before that card was issued, Mr. Morris, was there any conversation between Mr. Dowdall and Mr. Adams?

A. Yes, Mr. Dowdall came in and asked permission to sign our out-of-work list and Mr. Adams told him that we had, it wouldn't do much good inasmuch as we had better than 60 men on the list out of work then in a small local, around 200 men, [1554] and he said he did not want to go to work but he did want to draw his unemployment which was checked through our local, of course. So Mr. Adams allowed him to sign the working order. He said he had——

Mr. Heimann: I object to what he said about Adams——

Q. (By Mr. Nicoson): Just tell us what was said.

A. After he said he didn't care to go to work, he

(Testimony of Ted Morris.)

said he didn't care if they sent all 65 men out ahead of him, that he merely wanted to get his name on the list so he could draw his unemployment so Mr. Adams allowed him to put his name on the work list.

Q. Is that all the conversation that you recall?

A. He asked Clarence, Mr. Dowdall, is I remember, where his book was and he told him it was still in Alaska. That is one question that I remember.

Trial Examiner: Mr. Adams asked the question and Mr. Dowdall replied?

The Witness: And Mr. Dowdall replied, yes.

Q. (By Mr. Nicoson): Anything further along that line?

A. And he said he did not want to put his book in, that he was merely interested in drawing his unemployment, and so he allowed him to put his name on the list. However, there's a follow up on that I don't think you are interested in right now.

Q. Anything that was said at that time or place? [1555] A. Well, this is——

Q. Go ahead on the subject, go ahead and tell us what it is.

Trial Examiner: When you say "Mr. Adams allowed him to sign the list," describe what he did.

The Witness: Mr. Adams put the work list over there so he could put his name on the list and, roughly, I would say it was somewhere in the sixties, his name.

Trial Examiner: You saw Mr. Dowdall actually writing on the list?

(Testimony of Ted Morris.)

The Witness: Yes, sir.

Trial Examiner: Very well.

Q. (By Mr. Nicoson): Was there anything further said about the deposit of the book?

A. No, he merely asked him where his book was and he said it was, as I recall, he said it was still in Alaska and he did not want to put it in our local.

Q. Anything further?

A. He did make some remark about if he decided to go to work, why, he'd be back to get a working card.

Q. Anything said at that time about a permit, temporary working card?

A. I don't believe I was in on the actual rest of the deal, I mean.

Q. At least, you heard nothing about that?

A. No, it being, as I check his book, naturally, I came upon [1556] it but I didn't have any actual contact with it, as I recall.

Q. Is that all you recall now about what occurred at that time and place?

A. I believe that is all that I recall.

Q. For the purpose of refreshing your recollection, I will ask you to state whether or not anything was said about, by Mr. Dowdall about a case he had in Alaska? Answer that yes or no.

A. Yes, he has referred to that.

Q. What did he say about it?

A. He referred there and every place else, he

(Testimony of Ted Morris.)

said he had beat them, that he didn't care whether he worked or not.

Q. Anything else?

Mr. Heimann: I'd like to have the last answer read back, please.

(The answer was read.)

Trial Examiner: Mr. Morris, you are testifying now to a statement you now recall that Mr. Dowdall made on this occasion when he signed the out-of-work list on January 7th?

The Witness: On that day, yes.

Trial Examiner: That is the only day we are interested in at this time.

The Witness: Yes.

Q. (By Mr. Nicoson): Did Mr. Adams issue this temporary working card while you were there, Mr. Morris? [1557]

A. I am not sure.

Q. Now, did you see Mr. Dowdall a day or so after this occasion?

A. Yes, sir, I did.

Q. Where did you see him?

A. I saw him in Desert Hot Springs.

Q. What was he doing?

A. He was working.

Q. Did you say anything to him about being to work?

A. I never said anything to him. I went over there with Brother Leo Cruse. We talked to the foreman or superintendent about going to work and at that time he told Brother Cruse that, who had spoke to him formerly to come to work the following Tuesday, and he says probably you can go to

(Testimony of Ted Morris.)

work Wednesday, I will have Brother Cruse, who lives very close to me, let you know. However, nothing ever came of it. But at that time, before that ever happened, why, Brother Dowdall was already there and at work.

Mr. Heimann: I'm sorry, I didn't catch the first part of the answer. May I have it read back?

(The record was read.)

Q. (By Mr. Nicoson): Now, after that time and after you saw Mr. Dowdall over on Desert Hot Springs, did you thereafter have a conversation with Mr. Dowdall in which the Alaska case was again mentioned by Mr. Dowdall? [1558]

A. No, I never had any direct conversation with Mr. Dowdall at all after that date or, I really didn't have any conversation with him then, I mean, I was in the office but I did hear him discussing it at the union hall and various other places and as far as that is concerned.

Q. Now, let's—

A. I never, not to me, personally, no, sir.

Q. Now, with respect to the time that you saw him working at Desert Hot Springs and the time that you heard him talking about this thing at the union hall—

A. Yes, sir.

Q. —how much time had elapsed?

A. Well, when he was talking at the union hall, it was probably, if my memory serves me correct, it was two or three days later that I observed him working in Desert Hot Springs.

Q. Now, maybe we lost contact here. Did I un-

(Testimony of Ted Morris.)

derstand you to say that you heard Mr. Dowdall talk about the Alaska case on more than one occasion? A. Yes, I did.

Q. And the first occasion was at the time he took out the working card? A. Yes.

Q. When was the next occasion that you heard him talk about it?

A. The next occasion I heard him talking about it was quite [1559] some time later.

Q. How much later?

A. Oh, I'd say three months.

Q. Three months?

A. Maybe a little more. Around the 1st of May, I believe.

Q. Where was Mr. Dowdall when you heard this? A. The union hall.

Q. Was anyone else present besides you and Mr. Dowdall?

A. Yes, Brother Art Jensen, the new business agent was there and I don't recall who the others around, like I say, there's always a bunch around.

Q. What did Mr. Dowdall say on that occasion?

A. Well, I don't recall exactly what his description of it was.

Q. Give us the substance as best you can.

A. Well, the only thing was that somebody, I don't know who, had asked him the question, asked about how much money he was going to get out of them and, if I remember correctly, it was something around twenty-five or six hundred dollars that Brother Dowdall estimated that he would get.

(Testimony of Ted Morris.)

Other than that, it was more or less general questioning that I didn't pay too much attention to.

Q. At that time did Mr. Dowdall say anything about going to work?

A. No, he didn't say anything. [1560]

Q. Did you attend any other conversations either at part of them which you overheard Mr. Dowdall talk about the Alaska case?

A. No, not that, not correct, no.

Mr. Nicolson: That is all. You may cross examine.

Mr. Heimann: May I have two minutes, please?

Trial Examiner: O.K. While Mr. Heimann is conferring with respect to cross examination, Mr. Morris, I will ask you about an entry on this temporary working card of San Bernardino and Riverside Counties District Council of Carpenters which you have been shown before——

The Witness: Yes, sir.

Trial Examiner: ——there's a little entry on the side of the card, "\$5.00," a \$5.00, do you know what that \$5.00 represents?

The Witness: No, I don't.

Trial Examiner: On the basis of the testimony already given in this record, let me ask you if it could represent the amount of the local dues charged within the territory of the San Bernardino and Riverside Counties District Council of Carpenters.

The Witness: It could be, our dues are \$5.00 a month.

(Testimony of Ted Morris.)

Trial Examiner: You have no independent recollection with respect to what that particular entry means?

The Witness: No. I mean it is \$5.00 but that doesn't signify anything in that position on the card. [1561]

Trial Examiner: I see.

### Cross Examination

\* \* \* \* \*

Q. (By Mr. Heimann): I see. Now, do you know whether during the time that you were in the office, a temporary working card was mentioned between Mr. Adams and Mr. Dowdall?

A. If it was, I didn't get in on it.

Q. In other words, it might have been mentioned but you might not have heard it?

A. That's correct. [1564]

\* \* \* \* \*

### ROY LEE

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

### Direct Examination

Q. (By Mr. Nicoson): Will you state your name for the record? A. Roy Lee.

Q. Where do you reside, Mr. Lee?

A. 330 Ash, Palm Springs.

Q. In California? A. That is right.

Q. What is your business, your occupation?

(Testimony of Roy Lee.)

A. Carpenter.

Q. Do you have any connection with Local 1046, Carpenters Union?

A. I do, I'm the financial secretary.

Q. Did you have any connection with Local 1046 in and during the month of January, 1954?

A. I was a trustee.

Q. Do you know Mr. Clarence Dowdall?

A. I do.

Q. Have you known him for any period of time?

A. About eight years. Nine.

Q. I will ask you whether or not on or about the 19th of January, 1954, you had a conversation with Mr. Dowdall in your home in Palm Springs? [1572]

A. Yes.

Q. Will you tell us who was present at that time and place?      A. My mother and I.

Q. Mr. Dowdall testified in this record that he went to you and told you that he had been offered a job at Desert Hot Springs and that James Adams, the business agent, had told him he would not issue a work clearance to the job and asked you for advice as to what to do. Did any such conversation as that ever take place?

A. No, not that I know of.

Q. Mr. Dowdall testified that you told him at that time and place, "Mr. Dowdall, if you have a job, you go ahead and go to it, go to work. I will see that Mr. James Adams, there's nothing done about it, there will be no fine placed against you for going to work without a written request from him."

(Testimony of Roy Lee.)

Did that conversation take place?

A. I would have no authority to.

Q. Did you ever say anything like that to Mr. Dowdall?

A. I would have no authority to and I never——

Q. Did you have——

Mr. Heimann: I move to strike the last answer as not responsive. The witness didn't state whether he did say it or not.

Trial Examiner: He added just as Mr. Nicoson was beginning his question "and I never." [1573]

Mr. Heimann: I think the proper inference can be drawn from that. I withdraw the motion.

Q. (By Mr. Nicoson): Did at that time and place Mr. Dowdall show you clippings concerning the Alaska case? A. Yes, he did.

Q. Did you have a conversation about it?

A. We did, small one, yes.

Q. Tell us what you said to him and what he said to you.

A. Well, that has been sometime back. He just told me that he is suing the Alaska local and he expected to win his suit and told me why, the reason why.

Q. What did he say?

A. He said that he had been in Alaska, I think approximately eight months and he had bought a home there, a lot. And their rules there, by-laws, say that a member must be there one year in their local before they can be kept on during the winter. So they, the steward, I believe it was, pulled Mr.

(Testimony of Roy Lee.)

Dowdall off and that is why Mr. Dowdall sued the local because he owned his property there.

Q. Was anything else said about the Alaska situation at that time?

A. Well, I don't, I believe several things but I just don't recall how it would come about.

Q. I direct your attention to on or about May 3rd, 1954, and in that connection I show you a document which is in [1574] evidence as General Counsel's Exhibit 31 which purports to be a temporary working card. I will ask you if you have ever seen that card before.

A. Yes, sir, I did, I made it out.

Q. Where were you when you made that card out?

A. In the hall of the office of Local 1046.

Q. What is that address?

A. 339 Radio Road, Palm Springs.

Q. Mr. Dowdall testified that you issued him that card while he visited you in your home on a Sunday. Is that true or not?

A. No, it is not true because I issued this to Mr. Dowdall in the hall and, if it comes down to it, there was one man there at the time.

Q. Who?                      A. Harold Bayes.

Mr. Heimann: How do you spell that last name?

The Witness: B-a-y-e-s.

Q. (By Mr. Nicoson): I will ask you if at that time and place you issued this card to Mr. Dowdall if you had any conversation with him with respect to him going to work.                      A. Yes.

(Testimony of Roy Lee.)

Q. Will you tell us what you said to him and what he said to you?

A. I asked him where he was going to work. He told me he didn't know but he met some fellow at the stop sign and the [1575] man says, "I'm going to pour slab. I want you in a few days."

I said, "Where will it be, Desert Hot Springs?"  
He says, "I don't know."

Q. Anything else?            A. That was all.

Q. Did you have any further conversation with Mr. Dowdall at that time?

A. We walked out on the porch and Bayes was there and Mr. Dowdall was talking about his Alaska deal and said he could do this and that.

Q. What did he say he could do?

A. I don't know what he could, I wasn't very much interested.

Q. Do you remember anything he said?

A. He said, "I have paper to show you that locals can't charge the permits."

And Bayes and he went across to his car and he took out things and showed them and I walked back in the office and 15 or 20 minutes they both pulled away. I was alone in the office.

Mr. Nicoson: You may cross examine.

### Cross Examination

\* \* \* \* \*

Q. (By Mr. Heimann): At the time you issued Mr. Dowdall this document, G.C. 31, did you put the writing thereon?

(Testimony of Roy Lee.)

A. I did, that is my handwriting.

Q. Everything on there except for the G.C. 31 that is in ink?

A. Yes, that is, everything in there is mine except the stamp. [1578] This, I guess I put the "5" there, too, looks like my handwriting.

Q. The \$5.00 looks like your writing. He paid you the \$5.00?      A. He paid me \$5.00.

Q. You asked for it?

A. Yes. [1579]

\* \* \* \* \*

# STEPHEN ALBERT MAZUREK

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

## Direct Examintion

Q. (By Mr. Nicoson): State your name for the record. A. Stephen Albert Mazurek.

Q. Spell your last name, please.

A. M-a-z-u-r-e-k.

Q. Where do you live, Mr. Mazurek?

A. Santa Monica.

Q. What is your business or occupation?

A. Carpenter foreman.

Q. Do you have any connection with Local 1400 of the United Brotherhood of Carpenters and Joiners of America?

A. Trustee of the local for the last 15 years.

Q. Did you have any connection with Local 1400 during the month of December, 1953?

A. The same.

(Testimony of Stephen Albert Mazurek.)

Q. How long have you been a trustee?

A. 15 years.

Q. And you are a trustee now? A. Yes.

Q. Do you know a John Dockery?

A. Yes, I do.

Q. The evidence in this case, at least, to the present time is that on December 4, 1953, you were in a conversation or you were at a conversation with Mr. Dockery and Mr. Clarence Dowall who sits across the table? A. Yes.

Q. With that date in mind, I will ask you if before that time you did not have a conversation with Mr. Dockery at your home?

A. Yes, I did, at my house.

Q. And about how long before this time on December 4th was it that you had your conversation with Mr. Dockery?

A. As near as I can remember, a couple weeks.

Q. Who was present at the time you had this conversation with Mr. Dockery at your home?

A. Well, Mr. Dockery and, I don't remember the other guy's name, Tom Rabor or Tabor, something like that. It was a neighbor of his in the Valley. I don't recall the name right now.

Q. Were there just the three of you there?

A. Yes, sir.

Q. All right, you tell us what was said and done at that time and who made what statements, please.

A. Well, I'm going to just say "Doc," [1585] that is what we all know him by, he surprised me by coming to my house because I thought he was still

(Testimony of Stephen Albert Mazurek.)

in Alaska. And he come there for information in regards to going to work.

Q. What did he say about that?

A. He wanted to know what he'd have to do in order to go to work due to the fact that he left his, intended to leave his card in Alaska. In other words, he wanted to come down here and work on a temporary permit for that reason, he wanted to establish residence in Alaska and a little prestige in the local and he couldn't do that if he kept going up and back and forth every spring and coming back in the winter and not leaving his book up there.

Mr. Heimann: May I inquire——

Q. (By Mr. Nicoson): Is that what he said?

A. Yes.

Q. You see, Mr. Mazurek, if you will pardon me, when you say he wanted to do this or explain about this, that doesn't quite give the record—unless you will state what he said, if that is what he said. So as near as you can remember, if you will please try to confine yourself as to what was said and done. You probably can't remember the exact words but you can give us the substance.

A. It's been almost a year but that was the excuse he used, otherwise I wouldn't be sitting here trying to make it out. I tried to help the man as near as I possibly could. I didn't [1586] know the details as to all of that but I was satisfied he had to go through details to go to work at that time.

Q. Did you tell him?              A. Yes, I did.

(Testimony of Stephen Albert Mazurek.)

Q. What did you tell him?

A. Again, for further information, I called the representative which was Mr. O'Hare and talked to him and I definitely wanted to find out what he would have to do and I was informed what he had to do.

Q. Did you talk to Mr. O'Hare?

A. Yes, sir, long enough to ask him and tell him.

Q. Just listen to me and take my questions as they come. Did you talk to Mr. O'Hare?

A. Yes.

Q. And what method did you use, by the telephone or personal contact?

A. Over the telephone.

Q. Over the telephone from your home?

A. Yes.

Q. You talked with Mr. O'Hare, what did you say to him?

A. I told him who was at my house and what the man wanted.

Q. What did you say he wanted?

A. Well, I said he wanted to go to work, just pulled in from Alaska and, of course, we have a name for them kind of people, and he wanted to go to work and I told him I explained [1587] what I explained to Dockery. He probably would have to go to the District Council and get a work permit which we could not issue one. He was just, it was their business as far as we are concerned because he did not write down the book to clear in because

(Testimony of Stephen Albert Mazurek.)

he had cleared out that local before he went to Alaska.

Trial Examiner: Cleared out of Local 1400?

The Witness: Cleared out of 1400 and didn't seem fit to want to bring his book down here in order to clear back in again which is our rules according to the constitution.

Q. (By Mr. Nicoson): That is what you told Mr. O'Hare?      A. That's right.

Q. What you have just stated, is that what you told Mr. O'Hare?

A. I didn't tell him all of that because I didn't have to tell him, he understands that.

Q. After you talked with Mr. O'Hare, did you tell Mr. Dockery anything?

A. Well, I think I just repeated what Mr. O'Hare had told me on the phone what he would have to do.

Q. Tell us what you told Mr. Dockery.

A. That he would have to go to the District Council and get a working permit from the District Council because we couldn't issue one because he hadn't established residence anywhere in our territory or anywhere in our jurisdiction. [1588]

\* \* \* \* \*

Q. How long have you known Mr. Dockery?

A. Roughly, I would say about four years.

Q. Now, Mr. Mazurek, in these four years that you knew Mr. Dockery, had you worked with him?

A. Quite a bit of that time, yes.

(Testimony of Stephen Albert Mazurek.)

Q. Had you seen him in and around the union hall on more than one occasion?

A. As far as I can recall, I think only a couple times that I saw Dockery at the local.

Q. Did he attend meetings? A. No.

Q. In that four years that you knew him, did you know of any occasion when he worked out of Local 1400's office?

A. Yes, quite often. He was in our territory because he worked with myself and several of the boys from the local and, naturally, when you get a gang together like that you try to keep them together so, therefore, he was available and he lived out in Reseda—not Reseda, but Agoura, something like that.

Q. I show you a document which has been marked Respondents' Exhibit 7 for identification and ask you to look at it and see if that document, or one similar to it, is familiar to you.

A. It's very familiar but I was just looking for my name on [1589] here supposed to be on here someplace. We see this all the time in the office.

Q. I direct your attention to Page 3, Line 96, and ask you if that is your name on there.

A. Yes, it is.

Q. I want to direct your attention to the top of the page there, the typing in there, which you will see some dates, you notice those? A. Yes.

Trial Examiner: You are speaking about the top of the first page?

Mr. Nicoson: The top of the first page and the

(Testimony of Stephen Albert Mazurek.)

top of the third page. As a matter of fact, the top of all pages except the last one has dates typed on them.

The Witness: December 1 through 8, '53.

Q. (By Mr. Nicoson): And the sheet on which you put your name has the date on the top of it in red ink typed on it, isn't that right?

A. Yes, sir.

Q. Have you ever seen any of those kinds of paper sheets around the office of 1400?

A. Yes, sir, quite a few of them.

Q. Do you know how often they are made up?

A. They are made up every Tuesday morning, 7:30, when we start [1590]

Q. And do you know, all the sheets that you have seen, have they all had a date at the top like that?

A. Yes, sir.

Q. Showing the week for which they are in force?

A. That's right.

Q. That is the usual practice followed so far as you know?

A. Yes, sir.

Q. That's right?

A. Correct.

\* \* \* \* \*

Q. (By Mr. Nicoson): During the time you [1591] knew Mr. Dockery and he worked out of Local 1400, was that system of the work list such as is now before you, Respondents' 7, was that being used at that time?

A. Yes, sir, it was.

Q. Do you know how long that system has been used?

(Testimony of Stephen Albert Mazurek.)

A. Oh, that's probably been this last six, seven years, quite a while.

\* \* \* \* \*

Q. (By Mr. Nicoson): During this period of time, this four years you have talked about, have you had the experience with these lists as to how they worked and the routine that accompanies them?

A. Yes, I have.

Q. Will you tell us what that is?

A. Well, for instance, now, here—can't read some of this writing here—but after Tuesday morning, it's when the list is made out and if there's any calls happen to come in from any contractors from this vicinity and wants men, the dispatcher starts at the top of the list and calls the names. [1592] And if they are not there, he keeps on going down until he gets the amount of men called for. Sometimes you get a order for two men, sometimes, they want a half a dozen and sometimes more. And go on down the list until he fills that list with the men that are there at the present time.

Q. Do you know what happens in the event that a man's name is called and he isn't present, what happens to his position on the list?

A. Well, he just stays in that position.

Q. Now, when a man's name is called for an available job, do you know whether or not he is required to take that job?

A. No, not necessarily, if he don't want it, if it's too far.

(Testimony of Stephen Albert Mazurek.)

Q. If he doesn't take the job does anything happen to his position on the list?

A. No, he stays right there.

Q. I believe you stated that system, this list system was in effect during the four years?

A. Oh, yes.

Q. That is what you are testifying about?

A. Yes.

Q. And during the same time which you knew Mr. Dockery to be working in and out of Local 1400?

A. Yes, sir.

Q. I will ask you if you know what the custom and practice is with respect to what the men should do in order to make [1593] themselves available for calls that come in?

A. Well, our office opens down there at 7:00 o'clock in the morning and the men, if they wish, they can come in at that time and wait for the calls to come in which they do as a rule if they are anxious to go to work and want to work.

Q. State whether or not that is a general routine practice.

A. Yes.

Q. Do you know whether or not that is common knowledge among the members?

A. Yes, it is.

Mr. Heimann: I object to the question as calling for a conclusion.

Trial Examiner: The question is whether he knows. Your answer is that you do know?

The Witness: Yes, I know that it's common knowledge.

Q. (By Mr. Nicoson): How do you know that?

(Testimony of Stephen Albert Mazurek.)

A. Due to the fact that it's been in effect so long and quite a few of the locals have sent through that list. I think if you dig them up for the last four or five years, you find everybody's names on it and it's the system we used there and intend to continue using it. We find it's a good system and the majority of the brothers are satisfied with it. [1594]  
\* \* \* \* \*

Q. (By Mr. Nicoson): After you had the conversation with Mr. Dowdall and Mr. Dockery there in the parking lot, did you thereafter see Mr. Dockery on the job, A. Yes.

Q. And where was that job?

A. Well, I can't give you an address of the number. It's Sawtelle and National Boulevard, West Los Angeles.

Q. That is a job on the Zoss Construction Company? A. Yes.

Q. Did Mr. Dockery work on that job?

A. Yes, he did.

Q. Do you recall when he came on the job, about when?

A. I would say somewhere around the first of February, as near as I could recall.

Q. I show you a document which has been marked for the record Respondents' Exhibit 3 for identification and ask you to look at it and see if you recognize what it is.

A. Yes, sir, I do, it's a regular work order. When a man is sent out on the job he brings that out, or a duplicate of it, on the job.

(Testimony of Stephen Albert Mazurek.)

Q. Did you see one of those in connection [1599] with Mr. Dockery's job on the Zoss Construction Company?

A. No, I didn't because they usually are left with the timekeeper. They don't come out on the job.

Mr. Heimann: Will you talk a little louder?

The Witness: I say they do not send it out on the job. They are picked up by the timekeeper or the man that puts down the dope in regard to the man's social security number, address, and all that. Usually stays in the office.

Q. (By Mr. Nicoson): Were you a foreman on that job?      A. Yes, sir.

Q. Did Mr. Dockery work under your supervision?      A. Yes, sir.

Q. Do you recall that Mr. Dockery left that job sometime later?

A. Yes, he did. I don't recall the date but that is when he quit the job to pack up to go back to Alaska which was——

Q. Did he tell you that?      A. Yes. [1600]

\* \* \* \* \*

## HARVEY WRAY

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

### Direct Examination

Q. (By Mr. Nicoson): Will you state your name for the record?      A. Harvey Wray.

Q. What is your business or occupation, Mr. Wray?      A. Carpenter. [1620]

(Testimony of Harvey Wray.)

Q. Where do you live?            A. Palm Springs.

Q. Are you a member of Local 1046 of the Carpenters in Palm Springs?            A. I am, yes, sir.

Q. Do you know Clarence Dowdall who sits across the table from me?            A. Yes, sir, '44.

Q. Since 1944?            A. Yes, sir.

Q. I will ask you if on or about the month of March, 1954, that you had a conversation with Mr. Dowdall in your home?            A. Yes, sir.

Q. And who was present besides you and Mr. Dowdall?

A. A friend of mine. He and I were playing gin rummy, Mr. Clyde Wright.

Q. Clyde Wright?

A. He was a member of our local at that time.

Q. Will you tell us what was said there among the three of you and done and tell us who made the statements?

A. Well, Clarence, as we always call him, Mr. Dowdall, he says he wanted to show me some papers and letters. We were playing gin rummy and I told, he wanted to show me some papers he had, this, that and the other, he had in Alaska, a column clipped out of the newspaper, wanted me to read that, this [1621] that and the other, the Taft-Hartley stuff he had and I told him I wasn't interested, to read it himself. So he read a lot of stuff, you know, and one thing and another. So I asked Clarence if he was working and he said, no, he didn't care whether he worked or not.

"Hell," he says, "I can make more money suing

(Testimony of Harvey Wray.)

the locals, make more money drawing unemployment and suing the locals."

That was about the biggest part of it.

Q. Do you recall if anything further was said at that time?

A. Well, he did say that if he got a chance, that our local, that he thought our business agent was using a lot of dictatorship and he would bust it if he could get a chance at it like he was doing 1400. I didn't know 1400, what that is, but I hunted it up in the by-laws.

Mr. Heimann: Would you please read that answer back?

(The answer was read.)

Q. (By Mr. Nicoson): What did he say about 1400?

A. He just said that he was suing 1400. He had a suit against them and had a friend lawyer in Los Angeles looking up his business for him. [1622]  
\* \* \* \* \*

### LEO KRUSE

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Nicoson): Give your name to the reporter.      A. Leo Kruse, K-r-u-s-e

Q. Where do you live?

A. Palm Springs, California.

Q. What is your business or occupation?

A. Carpenter.

(Testimony of Leo Kruse.)

Q. Do you have any connection with Local 1046 at the Carpenters Union in Palm Springs?

A. Not as of now, sir, no, sir. As an officer, you mean?

Q. No, any connection?

A. I work out of there.

Q. You are a member of that organization?

A. Yes, sir.

Q. Have you been an officer of that organization?

A. Yes, sir.

Q. What officer have you been?

A. Financial secretary. [1637]

Q. When were you financial secretary?

A. In 1952.

Q. I show you a document which has been marked Respondents' Exhibit 5 for identification and direct your attention to the first page thereof, to the signature of the financial secretary. Is that your stamp, is it?

A. Yes, sir.

Q. Was that put on there while you occupied that office?

A. Yes, sir.

Q. Now, I show you another document which, for the purpose of, which is in evidence, I'm sorry, as General Counsel's Exhibit 30 which is the temporary working card of Mr. Clarence Dowdall issued by Mr. James Adams, the business agent of Local 1046 on the 7th of January, 1954. I direct your attention to that date and ask whether or not you were in the union office at the time that card was issued, do you recall that?

(Testimony of Leo Kruse.)

A. I wasn't right in the office. I was right on the outside of the hall.

Q. Standing in the doorway?      A. Yes, sir.

Q. Was Mr. Dowdall there?      A. Yes, sir.

Q. Mr. Dowdall and Mr. James Adams?

A. Yes, sir.

Q. Mr. Ted Morris? [1638]      A. Yes, sir.

Q. And yourself?      A. Yes, sir.

Q. Did Mr. Adams and Mr. Dowdall have a conversation about this card?

A. Well, yes, sir, they did.

Q. Will you tell us what Mr. Dowdall said, what Mr. Adams said and what was done, if anything?

A. Mr. Dowdall. I got the impression——

Q. Not that you got the impression, what he said.      A. He wanted a temporary working card.

Q. Is that what he said?      A. Yes, sir.

Q. Go ahead.

A. So he could draw his unemployment.

Q. Go ahead. Anything further?

A. And Mr. Adams informed him that there was over 60 men, something between 60 to 65, in the 60's, anyway, out of work, that it was not customary to issue temporary working cards to anyone to get a job when we had so many men out of work at home that was paid up men in our own organization.

Mr. Heimann: Just a minute, can I have the answer read back?

Trial Examiner: Read the record, please.

(The answer was read.) [1639]

(Testimony of Leo Kruse.)

Q. (By Mr. Nicoson): Was anything further said along this line, just tell us the complete conversation?

A. At the time I turned and walked outside on the porch.

Q. Did you hear whether or not Mr. Dowdall said anything about going to work?

A. No, sir, he didn't, not that I heard anything about it.

Q. You have known Mr. Dowdall for some period of time, haven't you?

A. Yes, sir.

Q. Worked with him on the job?

A. 1947.

Q. Has he ever discussed with you his participation in the case in Alaska?

A. Well, he had talked about it, yes, sir.

Q. More than once?

A. Yes, sir.

Q. About how many different times?

A. Well, on the job I was on with him, it was constant conversation about it.

Q. And at other times?

A. Yes, he's, yes, sir, about every time I'd meet him, there'd be a discussion about it.

Q. Did he ever talk to you about any lawsuits that he had engaged in?

A. Well,— [1640]

Mr. Heimann: I object to anything about the Alaska case.

Trial Examiner: Objection overruled.

Mr. Heimann: May I have a continuing objection?

Trial Examiner: You may have a continuing

(Testimony of Leo Kruse.)

objection as to this particular conversation. For the record, the objection is overruled.

Q. (By Mr. Nicoson): Did he ever say anything about any lawsuits?

A. Yes, sir, he told me about the lawsuit in Alaska and, also, said he wasn't afraid of them, had in the number of 20's, or something like that lawsuits, standing right up at the saw one day at noon, right after we got through eating dinner.

Q. What was that, about 20 lawsuits?

A. Well, he had more or less lawsuits, gave me the impression that other men was afraid——

Mr. Heimann: Just a minute. May the impression go out?

Mr. Nicoson: That may go out, of course.

Q. (By Mr. Nicoson): What did he say?

A. Tried to impress me, I would think.

Q. What did he say?

A. He said he had a lot of lawsuits.

Q. Did he tell you how many?

A. Around the number of 20, I think it was.

\* \* \* \* \*

Trial Examiner: On the record.

During the discussion off the record, it developed that Mr. Jensen, the present business agent of Local 1046 is present in the hearing room, but counsel for the respondents has no present intention with respect to calling him as a witness and pursuant to an understanding previously reached during an off the record discussion and for the convenience of the parties, a concensus was reached to the effect that,

upon the invitation of respondent counsel, that he had completed his presentation for the day, we would recess until tomorrow so he could determine the availability of further witnesses for the respondents.

In the light of that understanding and on the basis of Mr. Nicoson's indication that he did not intend to call Mr. Jensen as a witness, I indicated during the discussion off the record that I might wish to call Mr. Jensen as a Trial Examiner's witness. Upon the general understanding which I did not state off the record but now state it that Mr. Jensen, as a responsible official of the union, might be in a position to answer certain inquiries that I have been pursuing with the witnesses who were just on the stand, and for that purpose, in the absence of any indication by the respondents that they wish to call Mr. Jensen as a witness, I'd like to call him since he is here and may not be available at a later date as the trial Examiner's witness.

Mr. Nicoson: There's no objection to that. I might state that one of my reasons for not calling Mr. Jensen was that he was not business agent when these things which have become a part of this case occurred. [1649]

\* \* \* \* \*

### ARTHUR JENSEN

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Trial Examiner): State your name for

(Testimony of Arthur Jensen.)

the record.            A. Arthur Jensen, J-e-n-s-e-n.

Q. Where do you live sir?

A. I live in Banning, California.

Q. Do you have any connection with Local 1046?

A. At the present time I'm business agent.

Q. I see. When did you become business agent?

A. I took office July 2nd of this year.

Q. Did you have any official connection other than membership with Local 1046 prior to July 2?

A. Yes, sir.

Q. What was that?

A. I was president of the local.

Q. When did you become president?

A. I became president, well, it was a little over a year. I took the expired term, I was vice-president, then I took the expired term and finished the term for the president who moved away and then I served a whole year as president by being elected.

Q. That was the year just before July 2, this year, when you [1650] were elected business agent?

A. Yes.

Q. During the time that you served Local 1046 as president, was there in use a system of registration or sign up, if I can call it that, on what was known as an out-of-work list?            A. Yes, sir.

Q. There has been presented here in this hearing room an out-of-work list for Local 1400 which appears to be a printed form with certain entries added by typing.

Did Local 1046 have a similar form?

A. In the number—may I answer it this way, a

(Testimony of Arthur Jensen.)

few years ago we had a board similar to this and on this board there was a place for a man to write his name and it worked this way here: his name, and when he went to work, that was taken off and every time a man went to work, then this would gradually slide up.

Q. The names below his would be moved up?

A. Moved up and then the last few years we had a form similar to this only we don't have local—it is written on regular paper with Local 1046 stationery with the heading on it and each, there's a place for date similar to this.

Q. In the upper right-hand corner?

A. And each man writes his name down. Number one writes his name there and it goes down just like this form.

Q. The numbers are already written or typed on the sheet, [1651] or does each man put the number in as he puts his name down?

A. Each man puts his number there.

Q. In other words, if he saw the last entry was 16, he puts 17 and signs his name?

A. He puts 17 and signs his name.

Q. Was that system used in the last five months of 1953 and the first three months of 1954?

A. Yes, sir.

Q. So that as Mr. Dowdall testified in this proceeding that on January 7, 1954, he signed the out-of-work list as No. 61, it would mean that he signed a sheet of Local 1046 stationery in No. 61 spot as you previously indicated?      A. Yes.

(Testimony of Arthur Jensen.)

Q. Does the list contain any indication or are the men required to give any indication as to whether they are signing as 1046 members or as members of another unit of the Brotherhood?

A. Well, if a member comes in from any other local, why, which I don't think we have had very many of them, they would have to put their local affiliation on there, their number.

Q. Would they be asked to do that by the person who is handling the dispatching or who has custody of the list?

A. Well, he should do that himself.

Q. The point I'm making is this, Respondents' 7 for identification contains a space on the printed form, a column [1652] headed "Local Number" which most people signing such a list, I assume, would fill in, if they cared to, with the appropriate local number.

A. Local number.

Q. Did you, using a piece of blank stationery, how would the individual from a foreign local know that he would have to put that information down?

A. Well, if the first man usually puts down Local 1046 and then they copy it either with little marks or they write it up.

Q. When you say "little marks," you mean ditto marks?

A. Ditto marks.

Q. Do you have any personal knowledge as to what the employment situation was affecting members of Local 1040 in the first three months of 1954?

A. Yes, sir.

Q. What was your information in that regard?

(Testimony of Arthur Jensen.)

A. Majority, we had a list, that is, from Christmas until the spring months, ranging from 50 to 70 members out of work.

Q. When you say 50 or 70 members were out of work, are you referring to the number of persons signed up on the out-of-work list or other knowledge that came to you from other sources?

A. That is on the list.

Q. Do you have any personal knowledge as to the extent to which persons named on the list were being dispatched with work orders during that three-month period, did you have [1653] occasion to observe the circumstances under which an individual might have been given a work order and sent out on the job from the union hall?

A. Every week we had a new list and if there were men sent out, of course, the ones down below would be up further.

Q. Yes, but were there occasions during the three-month period when you were in the hall and actually saw persons being sent out?

A. Not to my knowledge, no.

Q. Were you yourself working regularly at that time or were you in the hall a good portion of the time?

A. Living in Banning, I don't go down every day. I was working for a contractor and we were doing remodeling and I'd work for him whenever he'd have a remodeling job.

Q. Did you have any personal knowledge at the time that you were president of the union as to

(Testimony of Arthur Jensen.)

the extent to which Local 1046 had contractual arrangements with contractors working in the territory of the jurisdiction of 1046?

A. Well, in all locals it is the arrangement with anybody on this agreement to call to the local for men.

Q. First of all, let me ask this, did you happen to have any personal knowledge as to whether there were contractors currently at work on various jobs in the jurisdiction who did have some sort of an agreement with 1046?      A. Yes, sir. [1654]

Q. There has been testimony here not with relation to San Bernardino and Riverside Counties, but with relation to Los Angeles County, Los Angeles locals occasionally they have had agreements with the contractor on what was known as a short form agreement and the example of that which is in evidence here as Respondents' Exhibit 6 refers to an agreement between some individual known as a contractor and the Building and Construction Trades Council of the 12 Southern California Counties hereinafter known as the Building and Construction Trades Council of the 12 Southern California Counties hereinafter known as the Council. Did you use a similar form, did Local 1046 use a similar form in San Bernardino and Riverside Counties?

A. That's right.

Mr. Nicoson: I think you probably inadvertently dropped into a mistake which I sometimes make. I don't think 1046 has any jurisdiction in Riverside County.

(Testimony of Arthur Jensen.)

The Witness: We are under the District Council but we operate as a local union affiliated with the District Council.

Q. (By Trial Examiner): Now, to your knowledge, were there any contractors in the territorial jurisdiction of Local 1046, that is, contractors who had jobs currently running in the jurisdiction of Local 1046 in the latter part of '53 and the first three months of 1954, who were not signed up with Local 1046 or the District Council on this short form agreement?

A. At the present time, I don't know. [1655]

Q. Well, I'm not speaking about the present time.

A. I mean I don't know what the circumstances, who signed or who didn't previous to my being elected and taking over as business agent. I do know now all the members that are signed up.

Q. You say you know now that all——

A. I know all who have signed up and who haven't signed up.

Q. Let me ask you as to your present knowledge in that regard, are there contractors currently working jobs or currently running jobs in the territorial jurisdiction of 1046 who have entered into this short form agreement?

A. Who have signed it?

Q. Signed the short form agreement with whatever District Council or local organization has jurisdiction.

(Testimony of Arthur Jensen.)

A. I'd say the majority of them all have signed it.

Q. Are there any firms that are currently running jobs in the territorial jurisdiction of 1046 who, as far as you know, have established a contractual relationship by signing either an agreement recommended to them by AGC or an agreement recommended to them by BCA but who have not signed the short form agreement?

Mr. Nicoson: I suppose that assumes he knows what AGC and BCA is.

Trial Examiner: Yes, well——

The Witness: AGC contractors and the larger contractors [1656] do not have to sign that. They are already on the agreement. They, if they work in our locality. I might say that there's a number of contractors in our locality that's in the jurisdiction of Palm Springs Local 1046, mostly housing.

Q. Yes.

A. And they are smaller contractors. We have the larger contractors come in on, oh, the road work and some larger, if some larger building comes in.

Q. Yes. As of the present time, speaking, now, about the period since your election as business agent which is the only period you say you have personal knowledge, do you know whether there are any contractors currently running jobs in the territorial jurisdiction of 1046 whose contractual arrangements are governed by the fact that they have signed the contract recommended by the Associated General Contractors, Southern California Chapter,

(Testimony of Arthur Jensen.)

or Building Contractors Association of California?

A. Well, the majority of all of them have signed contracts with us.

Q. I appreciate the fact that a majority may have signed a contract of some kind. I'm trying to get what your personal knowledge is as to the particular contract they may have signed.

A. We have a member agreement and they have signed that.

Q. What is that member agreement, can you describe it?

A. It's an agreement between the Distrcit Council, Local [1657] 1046 with the contractors and they abide by the rules of the local of the unions and working conditions and the hourly pay.

Q. I will ask you to look at Respondents' Exhibit 6 for identification and tell me whether this document you have described as a member agreement is in any way similar to Respondents' 6.

A. Parts of it is similar and parts of it is not. We, in the member, they abide by the master agreement of which this is just articles of the agreement. We have a master agreement and when they sign our form, why, they are supposed to abide by the master agreement which is a lengthy agreement.

Q. I see. Now, have you ever seen the so-called master agreement? A. Yes, sir.

Q. I show you two documents which have been received in evidence previously in this proceeding and ask whether either or both of these are the master agreement to which you have referred.

(Testimony of Arthur Jensen.)

A. AGC agreement.

Trial Examiner: Let the record show that the witness gave his answer by looking at the cover. I think in fairness to the witness he ought to be asked to look at the contents as well.

The Witness: Well, I didn't think anybody'd be pulling tricks in here. [1658]

Trial Examiner: Let the record show that the witness has inspected the exhibit identified as the AGC-AFL master labor agreement.

Q. (By Trial Examiner): Is this the master agreement to which you say the contractor indicates that concurrence by signing the member agreement that you have spoken of?

A. Yes, sir. We also have one typed out.

Q. You also had one what typed out?

A. Master agreement.

Q. Similar to this?

A. Large sheets of paper with about, I imagine, a dozen sheets.

Trial Examiner: Let the record show that the witness' last answer was given after I had held up for his view the AGC-AFL master labor agreement received in evidence as G.C. 3.

Q. (By Trial Examiner): Do you have any personal knowledge as to whether there are at the present time operating within the territorial jurisdiction of Local 1046 contractors who have in some other way indicated their agreement to be bound by the AGC-AFL master labor agreement without

(Testimony of Arthur Jensen.)

signing the member contract that you have previously spoken of?

A. Well, the ones that are working there that have signed the AGC agreement.

Q. I'm talking about, are there any firms that signed elsewhere under any other circumstances without actually [1659] signing a piece of paper for you?

A. Yes. That is contractors from out of our territory that come in.

Q. How do you find out whether or not they have signed elsewhere or whether they should be asked to sign the member agreement?

A. There is a list, AGC contractors, general, and their buildings are published and we have a book similar to this, a little bit larger, and they are alphabetically in there, and all you have to do is find their names and look it up and it tells you what they are.

Q. Now, this other booklet which I have shown you has been received in evidence earlier in this proceeding as General Counsel's 19 and it purports to be an agreement negotiated by the Building Contractors Association of California with various labor organizations and recommended for signature to members of that particular trade association.

Have you ever seen this particular booklet before? A. I don't have it down there.

Q. Do you happen to have any personal knowledge as to whether any of the contractors operating in the territory of Local 1046 have indicated

(Testimony of Arthur Jensen.)

their intent to be bound by the master labor agreement to which you have referred by giving some sign of assent to this organization, the Building Contractors Association rather than AGC, do you have any [1660] knowledge on that score at all?

A. Well, I think they have to qualify to be AGC contractors.

Mr. Heimann: May I have the answer?

Trial Examiner: "I think they have to qualify to be AGC contractors."

The Witness: They have to be licensed.

Q. (By Trial Examiner): I will state for your information there's testimony in this hearing some contractors operating in the 12 Counties may not be AGC members but may be members of another trade organization of contractors known as Building Contractors Association of California.      A. Yes.

Q. And there is testimony in this proceeding that such contractors who are not AGC members would not be listed in any roster or AGC members, of course, and would, if they intended to be bound by this so-called master labor agreement in any way at all have given some sign of that intent to be bound to their own trade associations, the Building Contractors Association of California. I'm asking you whether you know of your own knowledge whether any contractor currently working in the territorial jurisdiction or Local 1046 have established their willingness to be bound by the contract through this organization rather than through AGC, do you know whether that is the fact?

(Testimony of Arthur Jensen.)

A. I don't know whether willingness—— [1661]

Q. Have——

A. ——they have signed up. This book I referred to, it tells if they are in the AGC agreement or BCA or general.

Q. I see, it distinguishes?

A. It distinguishes, yes.

• • • • •

Q. (By Trial Examiner): Mr. Jensen, I show you a document which is not yet in evidence in this proceeding but which has been marked for identification as General Counsel's 17. I will ask you if you have ever seen this document or one identical with it before.

A. I have never seen one like this before.

Q. I see, when you spoke about a list of AGC members, then you were not referring to any document that looks at all like this one? A. No, sir.

Q. Mr. Jensen, I show you a document which has been received in evidence in this proceeding as General Counsel's Exhibit 23 and I ask you if you have ever seen a document like this before.

A. Well, similar to this. Every time a contractor signs up, we get a list of them.

Q. Do you know where that list comes from?

A. No, sir. [1662]

Q. Who do you get it from?

A. Well, it would come from the District Council of Los Angeles, I imagine. I think that is where it comes from.

Q. The Los Angeles District Council or San

(Testimony of Arthur Jensen.)

Bernardino and Riverside Counties Council, I mean the particular copy that you get is what I'm interested in.

A. I was trying to figure. Probably Willie Howard sends it out.

Q. Who is he?

A. Business agent for District Council of Riverside and San Bernardino.

Q. Aside from the fact you get it from him, you don't know where it originates, if I understood your last answer correctly?

A. That's right. I could look it up. [1663]

\* \* \* \* \*

### Cross Examination

Q. (By Mr. Nicoson): Mr. Jensen, this book that you talk about which has the AGC and BCA members that you received, do you have any knowledge or not that is is union publication?

A. No, sir, it has a heading on it just, I think, similar to that.

Trial Examiner: Let the record show that the witness indicates G.C. 3.

\* \* \* \* \*

Q. (By Mr. Nicoson): Is it typed or printed?

A. It is printed.

Q. Similar to G.C. 3 that you have there?

A. Yes, sir.

Q. Similarly bound in a little black book?

A. Just like this, the book is a little larger.

Q. All right. I have never heard of it before.

(Testimony of Arthur Jensen.)

A. I can look up the contractors in 11 southern counties of California.

\* \* \* \* \*

Q. (By Mr. Heimann): And besides that book of AGC contractors, you have a list similar to what the Trial Examiner showed you which is G.C. 23?

A. The reason of the listing is at the present time they are negotiating for this health and welfare and when they go into Los Angeles, here, why, we receive who is signed up.

Q. Who has signed what, the AGC contract or BCA contract or both?

A. Any contractor, our contract.

Q. What I mean is, does that list both AGC contractors and BCA contractors, if you know?

A. The present one doesn't but I understand that we will. [1665] It's supposed to come out who they belong to, be published. Each local will have it.

Q. Mr. Jensen, is it your understanding that if any contractor is listed in the black book or on the list which is similar to G.C. 23, that he is not required to sign a short form agreement or member of agreement with the local?

A. I couldn't answer that.

Q. Is it your understanding that the persons that are listed in the black book or on that list are, have signed or are bound by the master labor agreement, either the AGC or the BCA master labor agreement?

A. Yes, sir.

Q. Do you know whether at any time contractors

(Testimony of Arthur Jensen.)

that are located not within the jurisdiction of Local 1046, for instance, contractors that are located in Los Angeles have jobs within the jurisdiction of Local 1046?      A. That's right.

Q. And in such cases does the local check the little black book or the list to see whether they are signatory to the master labor agreement?

A. If they are, if a contractor comes in, the first thing he does is contact the Local 1046. That is, if he's needing men which, if they come down here, they will have to and as an outside contractor always abide by our agreements and our by-laws.

Q. Does Local 1046 then ask the contractor to sign a contract?      A. No, sir.

Q. Does your answer apply regardless of whether such contractor is listed in the black book or on the list or not?

A. If a contractor comes down there and he's not on this list and he's going to do quite a bit of building, if he's not on any agreement, I would ask him, due to our health and welfare plan——

Q. You would ask him what?

A. ——to sign the contract.

Q. And if he is on any of these lists you would not ask him to sign a contract?

A. No, if he's previously on a contract in Los Angeles or someplace else, I wouldn't ask him.

Q. Now, that out-of-work list that is kept by Local 1046 which the men sign up, is that renewed from time to time?

A. That is changed every week.

(Testimony of Arthur Jensen.)

Q. Every week?

A. Yes, sir. I think that is required by the unemployment office.

Q. The unemployment compensation office?

A. Yes, sir.

Q. Do you know whether the unemployment compensation office checks with Local 1046 as to whether applicants for unemployment [1667] compensation are registered with Local 1046 or have signed the out-of-work list?

A. When a man applies for unemployment why, he brings the card to the office and on that card there——

Q. Just a minute, what card?

A. The unemployment, from the unemployment office that they have a card.

Q. I see.

A. And on this card there's a place for their number on the list. It's printed in there. And when I fill out a card, why, there's a number of questions, if he's asked for unemployment, or for employment, I just forget what all the rest of them are. I think there's about four questions and then the number on the list.

Q. You mean the number that the man has on the out-of-work list?      A. Yes, sir.

Q. Do you know whether the unemployment compensation office sends men up in order to have that space on the card filled out?

A. They could not receive their allotment if that was not filled out properly.

(Testimony of Arthur Jensen.)

Q. Do you sign the card, too, or initial it?

A. Yes, I sign it and stamp it with the local seal.

Q. Now, you stated that if a member of a stranger local signs the out-of-work list, he is supposed to put the number [1668] of his local down, is that right?

A. Yes, but I have never seen that. We have never had any members like that come in and sign that way. When they come down and find out we have 70 men out of work, why, they keep on going.

Q. You say a new list is made up every week?

A. Yes, sir.

Q. When is that day of the week?

A. Monday morning.

Q. Monday morning. If a member of a stranger local would come in on Monday morning, the time the office opens, there wouldn't be 70 members on the list then, would there?

A. By changing every week, if men were sent up the new list would be, since we have to write it out, why, a member like, say, No. 5 would be No. 1 if that many men were sent out, then everybody just rotated up.

Q. I'm not sure if I get that. Now, a new list is made out every Monday?

A. Also, here, you might say this man No. 18, he might be discouraged and clear out. Then, this would be marked off.

Trial Examiner: His name would be marked off?

The Witness: His name would be marked off.

(Testimony of Arthur Jensen.)

Or we had two or three transfers or if they didn't show up for a week or for some reason or another, then all of these names would automatically go up. They do not lose their standing. [1669] I mean it doesn't shake them up and change them any way. They automatically go up.

Trial Examiner: If I understand you correctly, Mr. Jensen, what it amounts to is if the old list from last week resulted in five men going out on work orders so that the No. 6 man was still looking for work, the list that you would make up on the following Monday morning would show that the No. 6 man, if he was still interested in a job in your territory, was No. 1 man on the new list?

The Witness: That would be No. 1.

Trial Examiner: And an individual, if the old list contained 60 names and only five of the 60 had gotten jobs during the last week so that there were now 55 members interested in looking for work on Monday morning, if a member of a stranger local came in on Monday morning, he would have to sign up as No. 56?

The Witness: That's right.

Q. (By Mr. Heimann): In other words, on Monday morning the members don't have to, the members that were on the previous list don't have to be first in the office on Monday morning in order to get the old place on the list is that right?

A. Well, if they are interested in work, they will be there if their name is toward the top, they are certainly there. They are union members and

(Testimony of Arthur Jensen.)

abide by the union rules and regulations that we have. [1670]

Q. I understand. Let's say a man in No. 5—at what time do you open the office on Monday morning? A. I open at 7:00 o'clock every day.

Q. At 7:00 o'clock. Now, if that man who is No. 5 doesn't come in at 7:00 but he comes in at 7:15 and some others who have a lower place in the list are there at 7:00 o'clock, the man who was No. 5 on the old list wouldn't lose his place, would he?

A. I would call his name and if he wasn't there, why, I take it—that is just like if I asked if a man is there if he's qualified or wants the job to go out on the job. He does not lose his place on there because there's some work that some men do not want. Also, there's men that do not want to work for certain contractors and they have the privilege of refusing but they do not lose their place on it.

Q. Let me ask this, when you make up a new list on Monday, that is not made up in the order in which the men show up at the office on that Monday, is it?

A. That, different locals have different rules.

Q. I'm talking about 1046.

A. In 1046 we have an out—Jimmie Adams' way, and that is make out the list as it was previous.

Q. And it's made up as it was previous with the exception of those who have gotten work and the exception of those who don't show any more interest in the work? A. Yes. [1671]

\* \* \* \* \*

Testimony of Arthur Jensen.)

Q. Do you know what the practice was in regard to the issuance of temporary working cards in January, 1954? A. Yes, sir.

Q. Would you tell me whether a member of a stranger local had to take out a temporary working card before he could sign the list?

A. All members that take, join the Carpenters local take an oath and they should know all the rules and regulations of that and it states definitely in a book that a man coming in from another local, he is required to take out a work card.

Q. And did the local, if you know, require a member of the stranger local to abide by that part of the constitution before he could sign the out-of-work list? A. Well, I don't know, sir.

Q. Pardon? A. I don't know.

Q. You don't know. And you don't know what the practice in regard to that was in January, '54?

A. The practice, I imagine the practice would be to live by our by-laws and that would be the answer to the issue. [1672]

Mr. Heimann: I have no further questions.

Q. (By Mr. Nicoson): Mr. Jensen, you were asked by Mr. Heimann in respect to the issuance of a temporary working card when a stranger comes into your jurisdiction, do you recall that?

A. Yes, sir.

Q. Now, suppose this stranger who is a member of the union deposits his dues book with the local, would he then be required to take out a temporary working card?

(Testimony of Arthur Jensen.)

A. No, if the book is placed or paid up and in good order, why, he automatically gets a work card or his regular union card. It's the only way we can tell when a member comes into a local is through his book.

\* \* \* \* \*

Q. (By Mr. Nicoson): Now, you were questioned by Mr. Heimann with respect to a card which comes to you from the unemployment compensation office. Do you remember that testimony?

A. Yes, sir.

Q. I hand you a document which, for the purpose of identification, has been marked Respondents' Exhibit 11 and ask you if this is such a card.

A. This is a card that I sign when they, [1673] before they go to the unemployment office to collect their money. They have one other card they bring and these are sent to the local union for the business agent to fill out. They bring their card.

Q. Who brings their card?

A. That is the unemployed carpenter.

Q. All right.

A. He brings his card and I take the social security number off that, print his name here, put his number where he is on the list and sign, date it and sign it, put my stamp on.

Q. Up in the upper left-hand corner on this document, you write the social security account number, you insert the applicant's account number there?      A. Yes.

Q. And in the right-hand corner there is printed

(Testimony of Arthur Jensen.)

“Claimant’s Name” and a line and you put the applicant’s name there?      A. There.

Q. And below there, there’s also, another blank and “Date,” and you put in there the date on which you sign that card?      A. Yes, sir.

Q. And you sign it where it says “Validating Officer’s Signature,” right?      A. Yes, sir.

Q. And below that there’s a little box which says “Union Stamp” and you affix the union stamp there, right?      A. Yes. [1674]

Q. Directing your attention again to the upper left-hand corner of this document and, particularly, to the words which read, “During the seven-day period ending” and a blank, there’s a blank line there, do you see that?      A. Yes.

Q. Do you know what that means?

A. Yes, sir.

Q. What does that seven-day period mean?

A. Before they can, there’s a period of waiting before they draw their unemployment.

Q. Yes.

A. And when they have put in their time or waited the seven days, or the required number of days that is stamped on the card that they bring to me and the days, that is, the day they are supposed to appear back to the office which would be the week ending, and I will take that off their card, put it here and the day they bring it in, I put there.

Q. You say, “I put here and I put there” and nobody can tell when reading——

A. During the seven-day period, the above

(Testimony of Arthur Jensen.)

named member of this local union has, then I put, I take that off of the card that has come from the unemployment office.

Trial Examiner: That is, you fill in the appropriate date by referring to the card that the individual brings from the unemployment compensation office? [1675]

The Witness: Yes.

Q. (By Mr. Nicoson): Now, do you fill out the rest of the blanks on that card?      A. Yes, sir.

Q. Let me address your attention to the item which is No. 1 which reads "Been eligible for referral to work by this union, yes or no."

Do you answer that question?      A. Yes.

Q. Where do you get the information for that?

A. I ask the men in——

Q. All right.

A. All six questions, I ask the men.

Q. Do you make any inspection with respect to No. 2, whether or not he has been registered for work with your local union?

A. Yes, sir. If his name is not on the list, I'd have to put "no" on it.

Q. What list are you now referring to?

A. I'm referring to the unemployment list of the Carpenters.

Q. The work list?      A. Work list.

Q. One like Respondents' Exhibit 7 before you?

A. Yes, sir.

Mr. Heimann: May I ask to what question [1676]

(Testimony of Arthur Jensen.)

he answered "No," if the applicant is not on the list?

Trial Examiner: Second.

Mr. Heimann: Second.

Q. (By Mr. Nicoson): On this card after each of these numbers, there's a place that you answer yes or no, isn't there, a space for which you can write the answer?     A. That's right.

Q. And you fill all this information out either from what you have in your office or what you obtain from the applicant, is that so?

A. Yes, sir.

Q. Directing your attention to Item No. 7, it says, "Position on board list number," blank. Now, what happens when you fill that out, where do you get your information about that?

A. The unemployment list of the Carpenters.

Q. That is the work list?

A. The work list?

Q. Like Respondents' 7 now before you?

A. Yes, I take it off of there.

Q. And you take the number that he has his name on that and insert it into that blank space?

A. Yes.

Q. After you have done all that, what do you do with it?

A. I hand it to the member and he takes [1677] it down to the unemployment office. He could not receive his money unless he had this card.

\* \* \* \* \*

(Testimony of Arthur Jensen.)

(The document heretofore marked Respondents' Exhibit No. 11 for identification was received in evidence.)

\* \* \* \* \*

Q. (By Mr. Heimann): I'm not sure if [1678] you stated whether you knew whether there were contracts or so-called master labor agreements with BCA and AGC contractors prior to May, 1954.

Do you know anything about that whether there were such master labor agreements?

A. Well, sure. [1679]

\* \* \* \* \*

Mr. Heimann: I have previously identified as G.C. 32 the By-Laws and Trade Rules of the San Bernardino and Riverside Counties District Council of Carpenters and Joiners of America.

Mr. Nicoson, do you stipulate that that document represents the by-laws and trade rules of that District Council?

Mr. Nicoson: Oh, yes.

Mr. Heimann: And at all times material in this case?

Mr. Nicoson: I do.

Mr. Heimann: I now offer G.C. 32 in evidence.

Mr. Nicoson: No objection.

Trial Examiner: Very well, G.C. 32 will be received in evidence.

(The document heretofore marked General Counsel's Exhibit No. 32 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 32

BY-LAWS AND TRADE RULES

(Cut of United Brotherhood of Carpenters and  
Joiners of America)

Organized February 13, 1949

San Bernardino and Riverside Counties District  
Council of Carpenters and Joiners of America

Approved April 16, 1953

Approved by J. R. Stevenson

First General Vice President

\* \* \* \* \*

Trade Rules

Article 1

Section 1. Members coming into the District Council's jurisdiction shall obtain a San Bernardino and Riverside Counties' District Council working card or permit before seeking employment. Failure to comply with this section will be fined not less than twenty-five dollars (\$25.00). After being duly tried and convicted and must at all times be governed by the General Constitution and the Trade Rules of this District.

\* \* \* \* \*

Article 2

Section 3. All members in the jurisdiction of this Council shall be given the opportunity of being employed before calling outside Locals for men. No Local in this District Council shall require a transfer of membership or charge a permit fee of a member of another Local affiliated with this District Council. Members of any Local Union in this Dis-

trict shall obtain a referral card from his respective Local, and present same to the Business Agent of the Local Union in whose jurisdiction he desires to work before going to the job or be subject to a fine of one day's pay. \* \* \* \* \*

---

Mr. Heimann: Calling particular attention to Pages 17, 18, 25, 27, 28 and 29, 36 and the insert in the center of the booklet.

\* \* \* \* \*

Mr. Heimann: I have now had marked as General Counsel's 41 for identification a document.

Mr. Nicoson, do you stipulate that that document is the "Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America and Rules for Subordinate Bodies Under Its Jurisdiction," that it was in effect at all times material in this case? [1689]

Mr. Nicoson: I so stipulate.

Mr. Heimann: I now offer that document in evidence.

Trial Examiner: I gather there is no objection.

Mr. Nicoson: No objection.

Trial Examiner: General Counsel's 41 is received.

(Thereupon the document above-referred to was marked General Counsel's Exhibit No. 41 and was received in evidence.)

Mr. Heimann: I call attention to Pages 39, 40 and 60 of that document.

I have now had marked for identification as G.C. 42 a document and I ask Mr. Nicoson if he stipulates that that document represents the "By-Laws

and Trade Rules" of the Los Angeles District Council of Carpenters that were in effect at all times material in this case.

Mr. Nicoson: I so stipulate.

Mr. Heimann: I now offer that document in evidence.

Mr. Nicoson: No objection.

Trial Examiner: Very well, General Counsel's 42 will be received.

(Thereupon the document above-referred to was marked General Counsel's Exhibit No. 42 and was received in evidence.)

Mr. Heimann: I call particular attention to Pages 19, 20, 21, 22, 23 and, again, an insert in the center of the booklet which appears in a yellow or buff color. [1690]

\* \* \* \* \*

Mr. Nicoson: Mr. Savage, will you take the stand, please?

### WILLIAM J. SAVAGE

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Nicoson): State your name for the record, please.     A. William J. Savage.

Q. Where do you live, Mr. Savage?

A. 1507 South Dunsmuir, Los Angeles 19.

Q. What is your occupation?

A. I'm financial secretary and dispatcher for Carpenters Local 1400 in Santa Monica.

(Testimony of William J. Savage.)

Q. What is the dispatcher job that you have?

A. Dispatcher job is that I dispatch the men to the various jobs when the contractor called for them.

Q. What do you mean, "dispatch men"?

A. Well, I send the men to the job whenever contractors call in for the men.

Q. You tell us the whole rigmarole that you go through, will you, please?

A. Well, we have an out-of-work list at the union that is numbered. Each page is numbered, I believe 33 names on each [1695] page, and these men that are out of work come in and sign that work list for work. It's designated on a corner of the work list "Rough" or "Finish" or whatever type of work they do. When I get a call from a contractor for a man or a certain number of men, then I take that list and go down the list and call out the names until I fill the job.

Q. Tell us a little more about this contractor's call. How do you get those calls?

A. I get them by telephone, over the telephone. The contractor will call in.

Q. Just assume we know nothing about it which is probably the truth and tell us just what it is that happens.

A. Well, the contractor will call in and he will ask if this is the Carpenters Union and I say "Yes."

He'd say, "All right, I have a job at such and such address. I need two man for framing or two men for finish," or whatever number of men it is.

(Testimony of William J. Savage.)

I take the contractor's name, the address of the job. I tell him I will have the men out there.

Then, I go to the work list and call off the names from the work list until the job, the man's name comes up that wants the job and is crossed off the work list and he's dispatched to that job.

Q. When you call off these names, who do you call them to?

A. I call them to the men that are waiting in the hall for [1696] work.

Q. Then you start down from the top of the list, call from the top down until you succeed in filling out the request for men that the contractors have called in for? A. That is true.

Q. Is that the way you handle it?

A. That is true.

Q. I show you a document which, for the purpose of identification, has been marked Respondents' Exhibit 7 and ask you to examine it and state whether or not that is one of the out-of-work lists of Carpenters Union No. 1400?

A. That is an out-of-work list of Carpenters Local 1400.

Q. Do you have anything to do with the preparation of that list? A. Yes, I do.

Q. What do you have to do with it?

A. I type, get these lists out. I mark them as Sheet 1, 2, 3, whatever the case may be. I place on there the date that the sheet is made up to the date that the sheet would expire.

Q. What do you mean "expire"?

(Testimony of William J. Savage.)

A. Well, we make up a new sheet every Tuesday morning at 8:00 o'clock, or a new sheet goes into effect at 8:00 o'clock every Tuesday morning and so from Tuesday to Tuesday, that is the way the sheet is dated. And then, of course, I number [1697] them, the sheets, in other words, the lines here.

Q. Let me call your attention, then, to the portion of the document which appears to have been put on there by typewriter with a red ribbon.

A. Yes.

Q. Do you see that?                      A. Yes.

Q. Who puts that on there?              A. I do.

Q. You put the date on top of the sheet each week for the week it covers, is that right?

A. That's right.

Q. Then you make out the numbers for each of these lines?              A. That's right.

Q. Do you know whether or not you make up one sheet each week?

A. Well, yes. I usually make, I've been making up three sheets for quite a while.

Q. Why do you do that?

A. Usually, there's anywhere from the first day that a new sheet is called, or made up, I would say that there's on an average generally a page to a page and a half and, of course, you figure there's going to be more men to come in to sign that list in the period of a week. And if I would need more than three sheets, I make those up too during the week.

(Testimony of William J. Savage.)

Q. When you make the sheet up for a new week which I believe [1698] you have stated goes into effect each Tuesday morning—

A. That's right.

Q. —you probably make that up the day before?

A. I make that up generally on Monday afternoon.

Q. When you make it up do you put any names on there?      A. No, sir.

Q. After you have made it up, typed it, put the date on it and put the numbers on the side of the page, what happens to it then?

A. Well, the sheet that is being used at that time is placed on the counter top of the window at the office where the men come up and sign the sheet.

Q. At what office?

A. My office at Santa Monica Boulevard.

Q. Now, there's some testimony in this record that you required the employees who want to get on that sheet to appear and sign it each Tuesday morning?      A. That is true.

Q. Or whenever they want to sign it?

A. That is true.

Q. Is it also true—have you had any experience with the sheet, over what period of time have you had experience?

A. It would be about four years coming next month.

Q. In the handling of that sheet, in your expe-

(Testimony of William J. Savage.)

rience have you found that men from other locals than 1400 signed your sheet? [1699]

A. Yes, sir, they do.

Q. And, also, from your experience, have you learned and do you know that men sign similar sheets with other locals throughout Los Angeles County?

A. Yes, that is true. They have the privilege of signing with any local union in the county.

Q. And they avail themselves of that privilege?

A. They do, yes.

Q. And you have the requirement of coming in and signing each Tuesday morning?      A. Yes.

Q. Why do you do that?

A. Well, one of the reasons is, I think that it is more or less a requirement of the Department of Unemployment that they sign these. They have their name registered with the union, who they are affiliated with and been available for work.

Q. Are there any other reasons?

A. Well, it's been the practice of the Carpenters to have this out-of-work sheet for the convenience of these men who come in and register when out of work so they can be dispatched to work.

Q. Let me ask you this, suppose, as that sheet indicates, directing your attention particularly to Line 24, the name W. H. Wells, in the extreme right-hand corner appears the figure of 1913. [1700]

A. Yes.

Q. What does that 1913 mean?

A. That 1913 is another local union.

(Testimony of William J. Savage.)

Q. Another local union? A. That is true.

Q. Do you know where it is located?

A. 1913, I believe is in Van Nuys.

Q. Van Nuys, all right. Do you have any communication or system by which you would know whether or not, come next week, Mr. Wells, had obtained a job through Local 1913 or one in Redondo Beach or someplace else?

A. No, I wouldn't know that. I would have no way of knowing that.

Q. And does that have anything to do with the requirement of people coming in every Tuesday?

A. Yes, it does. These fellows can go, as I said before, to any local union and they could possibly been dispatched with some other local union and they would be on my sheet for the end of that week and, therefore, on Tuesday morning obtained work someplace else and, naturally, wouldn't be available for work, wouldn't be available on the new sheet.

Q. Then you have two requirements that they sign the sheet each week to renew acknowledgment to you of their availability——

A. That is true.

Q. ——and also so that you can be governed accordingly and, [1701] I take it, you won't have a list of tremendous numbers of the names that you don't even know whether they are interested in employment or not?

A. That's right, that is correct.

Q. Now, there's been some testimony in this record about the permit system which the Carpenters

(Testimony of William J. Savage.)

locals have. Have you had any experience with the permit system?

A. Well, yes, I have had a little. I had, a fellow comes in with a book from maybe some other local union or from out of state or any other place and he has a clearance in his book. Then, if he wishes to deposit his clearance, then, he is given a permit until his clearance can be cleared through the local union.

Q. What do you mean he is given a permit so he can be cleared through the local union?

A. He is given a permit to work while his book is being cleared through the local union.

Q. Is there any charge for that permit?

A. No, sir.

Q. I show you a document which has been marked for identification as Respondents' Exhibit 5 and ask you if that appears to you to be a dues book commonly in use by the members of the United Brotherhood of Carpenters and Joiners?

A. Yes, sir, that is. That is the dues book of the United Brotherhood of Carpenters and Joiners of America. [1702]

Q. I direct your attention to the back of that book where you will see perforated pages. Are those the clearance sheets that you are talking about?      A. That is true.

Q. I believe the Trial Examiner heretofore has described those pages for the record and those are what you call the clearance sheet?

A. That is true.

(Testimony of William J. Savage.)

Q. When a member comes in from a foreign local, that is, a local other than your own, to work in your jurisdiction, you have what sometimes is referred to as the depositing of the book routine, is that right? A. That is true.

Q. All right, tell us about that?

A. Well,——

Q. How is that done?

A. Well, a member brings his book in, similar book to this, with a clearance made out by the local union.

Q. That is one of those perforated sheets?

A. That is true.

Q. By the local union in which he holds the card? A. That is true.

Q. In which the book is deposited?

A. That is true. It is——

Q. Go ahead. [1703]

A. It is made up stating that the clearance that the local union makes up that the man is a member in good standing and has his current dues paid for whatever month had been paid. It would have to be the current month and that he has been issued a clearance. In other words, he is in good standing. Clearance is all right and in good standing at which time he also has 30 days in which to deposit that book.

It says on the bottom "Clearance." When he brings that clearance in to me or deposits it with me, then, I issue him a temporary working permit pending the clearance of his book at which time I

(Testimony of William J. Savage.)

would make out the other side of the clearance stating that he had deposited his book, the date he deposited it, and I would tear off the bottom half where the perforation is and send that back to the International Union back in Indianapolis, and, also, notice the local union from whom he had cleared that he had deposited his book in our local union. If he had paid any dues beyond the current month, we would request that those dues be refunded to my local union.

Q. Now, have you had occasion or experience with a situation where a member has come into your jurisdiction without having those clearances in the back of the book filled out?

A. Yes, sir, I have.

Q. And decided to deposit their book?

A. Yes, I have. [1704]

Q. Tell us what happens in those circumstances?

A. Well, if a member comes in with a book that does not have the clearance from the local union where he belongs, I ask him if he wants to clear in. If he requests, then, I would take his book and mail it back to the local union for him where he belongs and request them to issue a clearance and mail it back to me so that he could be cleared into the union and, pending, while this is going on which would take a few days, I issue him a temporary working card so he can go to work.

Q. Is there any charge for that?

A. No, sir.

Q. Now, directing your attention to the work

(Testimony of William J. Savage.)

list, again and also referring to your experience, your understanding and your instruction, can any persons irrespective of union membership sign that work sheet? A. Yes, he can.

Q. Can a person who has never had membership in the Carpenters sign that work sheet?

A. Yes, he could.

Q. And can he be dispatched from that work sheet?

A. It is my understanding that he could be dispatched and given a temporary work card on a 30-day basis. At the end of 30 days, he should make up his mind whether he wants to join the union or not.

Q. In such circumstances, are there any charges for issuance [1705] of that card?

A. No, sir, there would not be any charge.

Q. Now, you have in your organization a card known as a temporary working card?

A. That's right.

Q. Sometimes referred to as a permit?

A. That's right.

Q. When are those permits issued?

A. Well, those permits are issued when a member comes in and makes an application to join the union. He pays a deposit on his application and he also is issued a temporary working card pending the full payment of his initiation fee and his initiation into the union. That is one time that we issue those permits.

Then when a man puts his book in for a clearance, he is issued a temporary work card. If he puts

(Testimony of William J. Savage.)

his book in, requests me to send it back to the local union for clearance, he is also issued a temporary work card. And if he has a clearance, he is issued a temporary work card pending the process of clearing him.

Mr. Heimann: May I have Mr. Nicoson's question and the answer, please?

(The record was read.)

Q. (By Mr. Nicoson): Now, are there any other circumstances under which a temporary working card is issued that you know of? [1706]

A. Well, a temporary work card or a work permit would be issued if a man had his book with him and he didn't definitely want to clear into any local union. He would have to obtain that permit from the District Council of Carpenters.

Q. Do you know whether or not that is a requirement of the constitution of the Carpenters?

A. I believe it is, yes.

Trial Examiner: If I may interrupt for just a moment, Mr. Savage, you distinguished this last type of situation from the others that you previously mentioned by saying that he would have to obtain a permit under the last set of circumstances from the District Council of Carpenters.

From whom are these temporary working cards secured in the other situations that you previously mentioned?

The Witness: From myself.

Trial Examiner: I imagine that Mr. Nicoson is going to ask a question with respect to charges, if

(Testimony of William J. Savage.)

any, incidental to the issuance of a temporary working card in the last situation that you described. Just to bottle the whole situation up, I'd like to ask this, when you issue a temporary working card yourself in these situations that you described previous to this last one, are there any charges involved under any of those circumstances?

The Witness: None whatsoever.

Trial Examiner: So what it amounts to is the temporary [1707] working cards issued under such circumstances that do not require the payment of any fee are issued by you?

The Witness: That is true.

Q. (By Mr. Nicoson): When this temporary working card is issued by the District Council under the circumstances which you have just described, do you know whether or not there's a requirement with respect to the payment of money in those situations?

A. It is my understanding that they pay the current dues which prevailed at that time.

Q. What do you mean by current dues?

A. Well, the monthly dues that any member would pay that belonged to the union in this area.

Q. In other words, he would pay for the permit the amount equivalent to what would be a monthly dues, say, for example, in 1400?

A. That is true.

Q. Do you know what happens to that money when it is paid into the District Council?

A. I do not, sir, I don't know that.

(Testimony of William J. Savage.)

Q. Do you know Mr. Dowdall who sits over here to my left, or you have seen him before?

A. I have seen Mr. Dowdall before.

Q. Do you know Mr. Johnny Dockery?

A. I have seen Mr. Dockery before, yes. [1708]

Q. Johnny Dockery, the evidence in this case indicates, was a member of Local 1400, was a member for approximately four years?

A. I believe he was a member. I don't know just how long.

Q. During that period of time, did you have occasion to see him in and around the union hall?

A. I believe I saw him at a few meetings. That was all.

Q. Incidentally, that work list that you have in front of you, how long has that system of that work list been in effect, to your knowledge?

A. Oh, it's been in effect way, way before I ever came into the office. I have been there four years. I don't know, been there quite a few years.

Q. You are a member of 1400?      A. Yes.

Q. Have you signed that list before you got the present job?      A. Yes, sir; yes, sir.

Q. Then do you know how long this system of filling out the list and showing up on Tuesday morning for the signing has been in effect?

A. It's been in effect for, I don't know, I'd say ten, maybe longer, than that, ten years or longer.

Q. That you know of?      A. That is true.

Q. So far as you know has there been any deviation in this [1709] routine in the past ten years?

(Testimony of William J. Savage.)

A. No, sir.

Q. Mr. Dowdall and Mr. Dockery said that they met you some time in December at the local hall down here at 1400, do you recall that?

A. Yes.

Q. Do you recall what time of day it was they first saw you?

A. As far as I can recall, it was in the morning.

Q. In the morning? A. Yes.

Q. About what time?

A. I would say around 8:00 o'clock.

Q. 8:00 o'clock. Where did they see you?

A. At the union hall in the window in my office, came to the window in my office.

Q. Where were you?

A. I was inside the office.

Q. Was there anyone else around there besides the three of you?

A. Quite a few of the members around the hall.

Q. Were they union members?

A. Yes, I assume they were.

Q. Do you know whether or not they were waiting for assignments?

A. That is true, yes. [1710]

Q. Tell us how many were around there.

A. I'd say probably 35, 40, maybe more than that, I don't know.

Q. What were they doing, just sort of milling around or waiting? A. That's right.

Q. Doing the things people do when they wait?

A. That's right.

(Testimony of William J. Savage.)

Q. Whatever they are. Did you have a conversation with Mr. Dockery and Dowdall at that time and place?

A. Yes. Mr. Dowdall and Mr. Dockery had a request for work to go to work for Pardee Construction Company.

Q. That was a written request?

A. That was a written request.

Q. I show you a document which is in evidence as General Counsel's Exhibit 27 and ask you if you ever saw that before.

A. I believe that is one of the requests that he had.

Q. Now, do you recall whether or not the writing in the lower left-hand corner was on there when you saw it?      A. I don't recall that.

Q. That is what you referred to as being a request to the Pardee job?      A. That's right.

Q. Now, tell us what was said there by the three of you and what, if anything, was done. [1711]

A. As I recall, Mr. Dockery and Mr. Dowdall showed me the request and they also had books with them and they stated that they had not, they didn't have a clearance in their book and didn't wish to clear in but wished to keep their books in Alaska and, also, that they wanted a work order to go to this job.

And, as I recall it, I told them that I couldn't issue a work order because they had no clearance deposit in their book. They would have to go to the District Council of Carpenters and obtain a book

(Testimony of William J. Savage.)

down there if they didn't wish to put their book in or clear into the local union and, also, I told them that on that request, we had a lot of men out of work and that they just come in from Alaska and they would have to see Mr. Robert O'Hare, business representative, and talk to him about the job or getting the work order. And there was some other discussion, they asked why and the wherefore, and I told them that was my orders, any request, Mr. O'Hare would have to O.K. them due to the large amount of men we had on the out-of-work sheet and, after that, they left and, apparently, went down to——

Q. You don't know where they went?

A. I don't know where they went.

Q. Let's don't be "apparent." During the conversation state whether or not anything was said about that work list.

A. The list, the sheet that was being used at that time, I [1712] think it was No. 3 sheet, if I remember right, was on the counter top and I told them how many men were out of work at that time.

Q. Did you show them the list?

A. The list was right there, yes, sir.

Q. Did they see it? A. Yes, sir.

Q. Did you tell them what it was for?

Mr. Heimann: I move to strike the answer that they saw it as a conclusion.

Trial Examiner: Overruled. Motion to strike denied.

The Witness: I told them that that was the work

(Testimony of William J. Savage.)

list we go by and that men sign that and that they could sign the list.

Q. (By Mr. Nicoson): Did you say anything about men on the list and what they were doing?

A. Well, that they were on the list, I mean on the list looking for work.

Q. I see. And you showed them the list, I believe you stated?      A. That's right.

Q. Will you turn over to Page 3 of the document which is now in front of you, Respondents' Exhibit 7, and I will ask you to state if you now recall that that is the sheet that you showed Mr. Dockery and Mr. Dowdall at that time?

A. That is the sheet, yes.

Q. I want to direct your attention to the top of the page [1713] where there's in typewriting on red typewriter ribbon a date inserted. Was that date on there when you showed it to Mr. Dowdall?

A. Yes, sir.

Q. Did they sign the list at that time?

A. No, sir, they did not.

Q. Did they have any questions about the list?

A. No, I don't recall that they did.

Q. Did you see them again that day?

A. Yes, I believe it was somewhere between 12:00 and 1:00 o'clock. I don't know just what time, I believe they came back somewhere in that time area, and they had obtained at that time a, showed me a permit they had obtained from the District Council of Carpenters and——

(Testimony of William J. Savage.)

Q. Did you have another conversation with them at that time?

A. Well, again, they requested——

Q. Just a second, did you have a conversation?

A. Yes, sir.

Q. Who was present when this conversation occurred?

A. As I recall, just myself and Mr. Dockery and Mr. Dowdall. I don't recall any others.

Q. Tell us what was said and what they said and what was done, if anything.

A. They showed me the work permits they had obtained from the District Council of Carpenters and, of course, they still [1714] wanted a work order and I told them, I told, Mr. O'Hare had called in and I told him what happened and he said if they came back, tell them to wait around and see him, which I told them to do at that time.

Q. Was that about the size of that conversation?

A. I believe it was, yes.

Q. Do you know whether or not they did wait?

A. Oh, yes. They waited, yes.

Q. Later in the day did they have a conversation with Mr. O'Hare?

A. Yes, Mr. O'Hare came in later that afternoon.

Q. Were you present during that conversation?

A. I was in the office, yes.

Q. And Mr. O'Hare was there?

A. Mr. O'Hare, yes, he came in.

Q. That office of yours, about what size is it?

(Testimony of William J. Savage.)

A. It's a cubbyhole, about 8 by 10, something like that.

Q. Two desks in there?

A. That's right, two desks.

Q. A little table underneath the window?

A. No, there's no table underneath the window.

Q. There is, however, a shelf?

A. A shelf, counterlike thing.

Q. Out on both sides of the window, a short counterlike?      A. That's right. [1715]

Q. When Mr. Dockery and Mr. Dowdall had that conversation with Mr. O'Hare, where was Mr. Dockery and Mr. Dowdall, inside or outside?

A. They were outside.

Q. At the window?      A. At the window, yes.

Q. Where was Mr. O'Hare?

A. Inside the office.

Q. Standing at the window or desk or where?

A. He stood up toward the window, yes.

Q. Just the four of you there as far as you know?      A. As far as I recall, yes.

Q. Will you tell us as best you now recall what was said and done and who made the statements?

A. Well, Mr. O'Hare told them that under the circumstances he could not issue a work order because of the men that we had on the work list and he explained the work list to them.

Q. What did he say about the work list?

A. He told them that they were welcome to sign the work list and get on the work list and that he

(Testimony of William J. Savage.)

could not issue any work order to them for that job. He also told them that——

Mr. Heimann: Who told?

The Witness: Mr. O'Hare. He, as I recall, explained the situation that there was so many men out of work and that they were not to go on that job without a work order that, under the [1716] Carpenters constitution or District Council by-laws, they would be subject to a fine if they did so.

Q. Anything further?

A. Well, there was quite a little discussion. Of course, I was answering telephones and all that during this discussion. I didn't quite get all of it but there was quite a little discussion on it between Mr. O'Hare and Mr. Dockery. I had no part in that discussion at all. Then Mr. Dowdall and Mr. Dockery did sign the list at that time.

Q. Did you have anything to do with their signing of the list?

A. Not personally, no.

Q. Did you hand the list to them?

A. As I recall——

Q. Or did Mr. O'Hare?

A. I believe I did, handed—I don't believe it was the list. I think the list was there. I think it was a pencil that I handed to them to sign it. I believe that was it.

Q. Is it your recollection that the list was there laying in the window?

A. Yes, my recollection is that.

Q. All you did was hand them the pen so they could sign?

A. That is true, yes.

(Testimony of William J. Savage.)

Q. This Steve Mazurek was there at that time?

A. I believe he was there, yes, he was.

Q. Did you hear any conversation about signing the work [1717] list anybody had outside of what you have already told us?

A. No, I don't recall that.

Q. Now, for the purpose of refreshing your recollection, did you hear Mr.—state whether or not you heard Mr. O'Hare say anything about an agreement which the local, or the Carpenters, had with the contractors. Say yes or no.

A. Yes, yes.

Q. What did you hear Mr. O'Hare say in that respect?

A. I believe that was that Mr. O'Hare stated that we had an agreement signed with the Contractors Association regarding the hiring of the men and that the men were supposed to hire through the hall. I don't know, I guess I don't seem to remember very much more about that.

Q. All right. Did you see whether or not Mr. O'Hare handed Mr. Dowdall any paper while he was talking about this agreement?

A. I don't recall that.

Q. I show you a document which is in evidence as Respondents' Exhibit 6 and ask you to look at it and state if you have ever seen a document like that before.

A. I have seen one before, yes.

Q. And I draw particular attention to the portion of it which is marked Section III of that document—

A. Yes.

(Testimony of William J. Savage.)

Q. And ask you whether or not that section has anything to do with the operation of the work list which is now in [1718] front of you.

A. Yes, it does. Yes, as I understand it, it does.

Q. That is, as you understand it, the procedure and contractual provisions under which this work list is operated? A. Yes.

Q. I show you now another exhibit which is marked Respondents' Exhibit 3 for identification and ask you to examine it and see if you know what it is.

A. That is a work order that we issue to men when they are dispatched to a job.

Q. Did you ever see that work order before?

A. Yes, sir.

Q. Did you ever have anything to do with it?

A. I wrote it.

Q. That is your handwriting? A. Yes, sir.

Q. And you issued it to Mr. Dockery on about January 6, 1954? A. I did.

Mr. Nicoson: I offer Respondents' 3 and 7 in evidence.

Mr. Heimann: No objection.

Trial Examiner: Very well, Respondents' 3 and Respondents' 7 will be received in evidence.

(The documents heretofore marked Respondents' Exhibit Nos. 3 and 7 for identification were received in evidence.) [1719]

## RESPONDENTS' EXHIBIT No. 3

## WORK ORDER

Los Angeles County District Council of Carpenters

Room 602 Labor Temple, 538 Maple Ave.

MAadison 9-1657

MAdison 9-1657

S M, Calif., Jan. 6, 1954

Report to Zoss Cont. Co.

Address National Sawtelle

## Introducing Mr. J. Dockery

Date and Time to Report on Job.....

Remarks:.....

Social Security No.....

(Note) This man has been sent to work from this office by your order. If he is not put to work you must pay him two (2) hours pay.

Earl E. Thomas, Sec'y-Treas.

By .....

Authorized Representative.

(Note) Any member accepting a work order and not reporting must report the same to this office immediately.

Report to Steward before going to work.

--SHEET--I--

 1

From December 1st 1953

To December 8th 1953

Resp 7



## CARPENTERS LOCAL UNION NO. 1400

---SHEET--- 2--

2439 Santa Monica Boulevard, Santa Monica, California

## OUT OF WORK SHEET

From December 1st 1953

To December 8th 1953

NO	R	F	NAME	Phone No.	Local No.
34	X		Jim Harper	OR 2-2747	1400
35	X	L	R. Di Pietro		1400
36			George Berglund		1400
37			Jed Jennings		
38			William J. Phillips		1400
39			Van G. Jones		1400
40	X	X	Vern A. Gleich	EX 45765	
41			Geo. H. Brown		14100
42			D. Redmond		1400
43			Ross Harris		
44	X	X	Les. W. Chalmers	Qu 3-2920	1400
45			M. Shunk		1400
46			Ed. Rine 7th fl. app	AR. 99391	75
47			Harvey Jennings		25
48			Frank Fehring		1400
49			W. J. Gellens	AR-91974	1400
50			John J. Lott postmaster		1400
51			Harry Montgomery	73035	2375
52	X	X	BILL MUELLER	47103	1400
53			W. J. Greff. FINISH.		1400
54	X		E. W. Black	66628	1400
55			Willard C. White		1400
56			John C. Haulton 12/7/53		1400
57			Mom. Ben Goldberg	EX. 67396	1400
58	X		Dallapelle	EX 63695	1400
59	X	X	A. Antoniewski		1400
60			Roger Cotton		1400
61			Larry Blum 12/7/53	AR 79055	1913
62	X	X	Ronald Cabrera	ar 36755	1400
63			H. Greenfield (Finish)		
64			William Wong Finish	EX 72626	1400
65	X		W. W. Edlesby		1400
66			James E. Cady		1400



Respondent's Exhibit No. 7--(Cont.)

## CARPENTERS LOCAL UNION NO. 1400 ---SHEET--3--

2439 Santa Monica Boulevard, Santa Monica, California

## OUT OF WORK SHEET

From December 1st 1953

to December 8th 1953

NO	R	F	NAME	Phone No.	Local No.
67			W. W. Reese	EX 4486	1052
68			Dan Patillo		1400
69	✓	✓	George D. Stur	EX 4-6391	1400
70	x	x	Victor A. Blunt	EX. 45765	1400
71		✓	E. G. Gredgo	EX 8-5151	1400
72			Alex Rowal	" " "	1506
73			J. J. Carver		1400
74			P. E. Sanders	EX. 91953	1478
75			J. J. Robinson	EX. 45768	583
76		X	Mal Chisler		1400
77			Robert S. Waddell	EX. 51207	1400
78			William L. Hartwick	EX 66232	1400
79			Bill Speegle		
80			Jack Allen 12/7/53		1400
81	x	x	Laure Arnold 12/7/53	EX 5-7700	1400
82			Joe M. Blair	EX 98578	1400
83			Ray Johnson	EX 67663	1400
84	x	x	L. J. Maynard		
85	X		W. L. Wilson		1400
86			Jim Russell	EX 7-4315	1400
87			W. Hartington	EX 90765	1400
88			R. J. Harnett 12/4/53	EX 5-2604	1400
89	X	X	Leonard W. Larsen	EX. 1-4383	1400
90			Wm M. Cullough		Permit
91			C. J. Vaughan	PL 88991	2435
92			Robert Witkowski		1913
93			James J. Harnett	EX 1-4383	1400
94			J. H. Dackery	DI. 86655	PERMIT
95			C. H. Dowdall	DI. 86655	PERMIT
96	X	X	Samuel		1400
97			Wm. Davis		1565
98	✓	✓	F. E. Cavel 12/4/53	EX 7-22	1400
99	✓	✓	D. J. Harnett		1400



## CARPENTERS LOCAL UNION NO. 1400

---Sheet---4--

2439 Santa Monica Boulevard, Santa Monica, California

## OUT OF WORK SHEET

From December 1st 1953

to December 8th 1953

NO	R	F	NAME	Phone No.	Local No.
100	X	X	And Helington	Ho 5-1724	929
101	X		Mike Della		1400
102	X	X	Lo Patric		1400
103		X	Elmer Desper	64813	1400
104	X	X	Wm. Helington	7-3253	1400
105	X	X	Leslie G. Martin	VE 86423	1400
106			Harold L. Thompson	30-2714	844
107	X	X	N. L. Pandrugoff	EX 3-8932	1400
108	X	X	Glen Wittlauer	AR-3-2356	1400
109			Cloris M. Danson	EX-61709	1400
110			<del>Jack Pearson</del> 12/1/53	7-53	1400
111	X		Wilmot Ernest Webb		1400
112	X	X	Frank Gajacosta	EX-93118	1
113	X		E. E. Lammann	Q1. 92879	1400
114			<del>Jack Pearson</del> 12/1/53	EX 60432	1400
115			Henry G. Barnes		1400
116			Jim Speciall	EX 7-4315	1400
117			Bright Miller	EX 6-4485	1400
118			Wm. Waller		1400
119	X		J. V. Moor		1400
120	X		Richard P. Thirt	VESS 133	1913
121			William K. Hargrave	47162	1400
122			James J. Macho		1400
123			Wallace Gehring	EX-65321	1400
124			John Gehring	EX-60091	1400
125	X		W. C. ...		1400
126			Carl H. Gushler	EX 84604	1400
127			Al Lunell		
128			Howard ...	31-6221	1400
129			Wm. Luthie	ARK-77625	1400
130			W. G. Grallo		1400
131			B. J. ... (app)	EX 71464	1400
132	X		John C. ...	EX 37101	1052
			N. F. ...		1400



# CARPENTERS LOCAL UNION NO. 1400

2439 Santa Monica Boulevard, Santa Monica, California

5  
807

## OUT OF WORK SHEET

NO	R	F	NAME	Phone No.	Local No.
133			Carl W. Barton		1400
134			James B. Aldridge		1400
135			R. L. Tordian		1052
136			George L. Doherty		1400
137			W. E. Doherty		1478-
138			W. E. Doherty		1400
139			C. W. Burrows		1400
140	X		D. Ortiz	AR. 85106.	1400
141			F. O'Connell	APP - 7 <sup>th</sup>	1400
142			J. Lervic		1400
143					
144					
145					
146			Respondent's Exhibit No. 7--(Cont.)		
147					
148					
149					
150					
160					
161					
162					
163					
164					
165					
166					
167					
168					
169					
170					
171					
172					
173					
174					















(Testimony of William J. Savage.)

Q. (By Mr. Nicoson): I now show you a document which is in evidence as Respondents' Exhibit 7 and ask you to examine it and state if you have ever seen any cards *like before*.

Trial Examiner: You meant 11, did you not?

Q. (By Mr. Nicoson): 11, I mean 11.

A. Yes, I believe I have seen these before.

Q. Did you ever fill any of them out?

A. Yes, well, I don't know. I think that has something to do with the Department of Employment. I'm not sure.

Q. All right. You fill them out?

A. Yes, sir. [1720]

\* \* \* \* \*

Cross Examination \* \* \* \* \*

Q. (By Mr. Heimann): Do you know which sheet was there in the morning about 8:00 a.m., the morning when they first came in?

A. It would be No. 3 sheet.

Q. I see there that men from other locals signed that list, for instance, from Local 1335, 1913?

A. Yes, 75 and so on.

Q. Are all those locals locals within the jurisdiction of the Los Angeles District Council? [1721]

A. That is true, yes.

Q. How about men from locals outside that jurisdiction, can they sign the list?

A. They could sign the list but they would have to clear their book and get the book, clear the book into the local union or work on a permit from the District Council, but they could sign the list.

(Testimony of William J. Savage.)

Q. But they either have to put the book in or get a permit from the District Council first before they signed the list, is that correct?

A. No, not necessarily, no. They could sign the list and do that afterwards.

Q. But that is a condition that they——

A. They would have to put the book in in order to obtain a permit, yes.

Q. In other words, they wouldn't be sent out to work unless they put the book in or got a permit?

A. That's right.

Q. And if they get a permit from the District Council, that means they have to pay the fee, whatever it is?

A. Yes.

Q. You said Mr. Dockery and Mr. Dowdall first came in about 8:00 o'clock in the morning, is that right.

A. I believe it was about that time.

Q. Do you know what day of the week it was?

A. I believe it was a Thursday but I wouldn't be positive of that.

Q. You can't tell from the list on what date it was, can you?

A. No, I really couldn't tell that.

Q. Do you have any way of knowing the date?

A. No, I wouldn't have any way of knowing the date.

Q. I see. When they finally signed the list, about what time was that?

A. It was late in the afternoon after Mr. O'Hare was there and they were talking to Mr. O'Hare.

Q. About 4:00 o'clock?

(Testimony of William J. Savage.)

A. I would say it was somewhere in that vicinity. [1723]

\* \* \* \* \*

Q. After a member deposits his book in the local, he's a member of the local then, isn't he?

A. That is true. In other words, when he deposits his book, he's given the temporary card and then at the next meeting, his book is presented to the president of the local and he reads the clearance and the members vote to accept the clearance.

Q. I see. When this clearance is accepted——

A. He's definitely a member.

Q. ——he is a full-fledged member?

A. That is true.

Q. In other words, he doesn't have to do anything else before he becomes a member, it's only the board of membership that is required to make him a member?

A. That's right.

Q. Now, there's one part of your direct [1724] testimony that I didn't quite get. It's in relation to the case where someone comes in with an application for membership, are there such cases where you have application for membership?

A. Well, yes, when a man comes up and he says that he wishes to join the union, I explain to him, in the first place, I try to find out, naturally, if he is a carpenter and how much experience he has had.

Then, we have an application for membership.

Q. That is used only for people who aren't in the United Brotherhood of Carpenters at all, is that right?

A. That is true.

(Testimony of William J. Savage.)

Q. In other words, if a man is a member of another local, he wouldn't fill in the application for membership?      A. Oh, no, no.

Q. And you stated something to the effect he pays the deposit on the application. Would that be the deposit on the initiation fee, is that it?

A. That is true.

\* \* \* \*

Q. (By Mr. Heimann): Now, if a carpenter comes in who is not a member of the United Brotherhood, does he need a temporary working card before he can go out to work before you dispatch him? [1725]

A. Well, he would have to have a working card, yes, sir.

Q. Who issues that temporary working card to him?      A. I would issue that.

Q. Would you ask him whether he would join the union within 30 days?

A. It was my understanding that he would be issued a temporary working card pending 30 days at which time he was supposed to join the union.

\* \* \* \* \*

Q. (By Mr. Heimann): Has this ever happened?

A. It has never happened. I never had that experience. [1726]

Q. Have you ever had a non-member come in at all?

A. I never had that experience since I been in the office. [1727]

\* \* \* \* \*

(Testimony of William J. Savage.)

Trial Examiner: By the way, from whom in the organization do you get your instructions in that regard?

The Witness: Mr. O'Hare was the—gave me my instructions. He's the business representative.

Trial Examiner: Very well.

Q. (By Mr. Heimann): Now, when Mr. Dowdall and Mr. Dockery came in in the morning at 8:00, do you say that list was lying in the window?

A. Yes, sir.

Q. Did you tell them they could sign it then?

A. I told them that the procedure was to sign the list but there was quite a little discussion on the request and about the depositing of the book, or obtaining a permit and, as I recall, Mr. Dowdall asked where they obtained this permit and I told him at the District Council which at that time [1728] was in the old Labor Temple and there wasn't too much discussion that morning, as I recall. They took off and left the office.

Q. Well, you told them that before you could send them out they would have to get the temporary working card, is that right?

A. I told them that they would have to go to the District Council, take their book with them, and they would have to obtain a work permit or temporary working card, whichever it is, from the District Council, I had no authority to issue those.

Q. You told them that they had to do that before they could go out to the work, isn't that right?

A. I don't recall just saying that, no. I told

(Testimony of William J. Savage.)

them as to the request they would have to see Mr. O'Hare on that.

Q. Isn't that what you told them when they came back in the afternoon?

A. I told them that in the morning that they would have to see Mr. O'Hare.

Q. Didn't you only tell them that after you had talked to Mr. O'Hare?

A. No, sir, I told them that if they want a request like that they would have to talk to Mr. O'Hare and I couldn't get a hold of him right then, I didn't know just where he was but I did tell them about the permit.

Q. By the way, I want to show you Respondents' Exhibit No. 7. [1729] After the names of Dockery and Dowdall and the numbers, there appears the word "Permit" in both lines. Did you write that?      A. No, sir, I did not.

Q. Do you know who did?

A. No, I assume they did.

Q. You assume they did. You didn't see them put it on, did you?

A. I wasn't at the window when they signed the list. Mr. O'Hare was there.

Q. In other words, you didn't see them put it on?      A. No, I didn't see them put it on.

Q. But you know you didn't put it on?

A. I know I didn't put it on, definitely.

Q. There's another man in Line 90, William McCall, where it says permit, is that right?

A. That's right.

(Testimony of William J. Savage.)

Q. You don't know who put that on, do you?

A. No, I don't. I didn't put it on.

Trial Examiner: As long as there is reference to Mr. McCall's name, I will ask you, do you know anything at all about the number that appears right next to the word "Permit" in the right-hand margin, 1281, do you know anything about that?

The Witness: I don't know. That could be a local number that he belonged to. I don't know what that local number could be, out of the county, I don't know where it was from. [1730]

Trial Examiner: We know already it is the local in Anchorage, Alaska, in which Mr. Dowdall and Mr. Dockery had books deposited.

The Witness: I see.

Trial Examiner: I am curious as to whether you had any knowledge whether it appeared opposite the name in respect to Mr. McCall?

The Witness: I don't know, I have no idea.

Q. (By Mr. Heimann): This conversation in the morning was very short, is that right?

A. Yes.

Q. They just showed you their work request?

A. Right.

Q. I believe you testified on direct examination you said you couldn't issue them a work order since they had no clearance and they would have to go to the District Council?

A. That is true.

Q. Are you sure that you mentioned that work

(Testimony of William J. Savage.)

list to them or did you just assume that they saw it there?

A. I mentioned that list to them and told them and pointed out that there was quite a lot of men on this list out of work.

Q. Are you sure you said there are quite a lot of men on that list or did you just say quite a lot of men waiting for a job? [1731]

A. I pointed out on the list to them. The list was right in the window.

Q. You remember that specifically?

A. I certainly do.

Q. Did you explain to them what that list was?

A. I told them that was the work list. As I say, there was so much discussion, quite a bit of discussion on the work permit and, the request, rather, and going to the Council. I explained to them at that time that there was a lot of men on the list and that that was the work list. As I say——

Q. Well, yes, go ahead.

A. After that they left the building.

\* \* \* \* \*

Q. (By Mr. Heimann): Do you remember now that you said that?

A. I told them that the work list was right there and quite a number of men on the list.

Q. Yes, but my question relates as to whether you told them exactly what that list was, you explained it to them?

A. Well, I assume they knew that work list was [1732] men out of work. I didn't, I told them that

(Testimony of William J. Savage.)

that was the work list and that it was numbered there how many men were out of work on it. I don't recall whether I specified the last number on the last man on the list at that time, I don't recall that.

Q. And you assumed that they knew how the list would work?

A. Well, I told them that at that time they could sign the work list if they wished to.

Q. You told them they could sign in the morning?

A. Pardon me, no, that was in the — I can't swear to that, no.

Q. I see. Well, let me ask again, you assumed that they knew how the list worked?

A. Well, yes.

Q. Now, when they came back in the afternoon, you told them they had to wait for Mr. O'Hare?

A. That's right.

Q. Was there any lengthy discussion about it?

A. No, not too much discussion. I told them that Mr. O'Hare, I had contacted Mr. O'Hare and Mr. O'Hare told me that if they should come back to have them wait for him, he would be in later that afternoon. I don't recall that there was too much discussion about it, no.

Q. Which was about 1:00 o'clock, was it?

A. I would say in that vicinity, yes.

Q. Either at 1:00 o'clock or at 8:00 o'clock in [1733] the morning, was there any great argument about it?

(Testimony of William J. Savage.)

A. No, I wouldn't say there was any argument about it. Mr. Dockery couldn't understand why I couldn't do that, this or that I didn't do that, and I told him that, I said, "I work here and Mr. O'Hare's orders are that you wait here and have to see him and that is it."

\* \* \* \* \*

Q. Now, when you talked to Mr. O'Hare on the telephone, what did Mr. O'Hare say?

A. Mr. O'Hare told me that when, if they came back in the afternoon that he would be in later on and to tell them to wait for him and he would talk to them.

Q. Did Mr. O'Hare say whether he knew Dockery and Dowdall? [1734]

A. No, he didn't say.

Q. He didn't say?      A. He didn't say.

Q. By the way, you know that Dockery and Dowdall had a case in Alaska?

A. I didn't know that, no.

Q. You know it now?

A. I know it now, I didn't know it at that time.

Q. When did you find out about it?

A. I believe that Mr. O'Hare told me about it after they had filed this case. I believe it was after that. I didn't know anything about it until then.

Q. Did Mr. O'Hare mention it on that day?

A. That day?

Q. I'm referring to December 3 or 4, whenever it was.

(Testimony of William J. Savage.)

A. No, it was sometime after that. I don't recall when it was but it was sometime after that.

Q. Now, when Mr. O'Hare talked to them, he told them they could sign the list, is that right?

A. That is true.

Q. He explained that there were many on the list who were waiting for work, is that right?

A. That is true.

Q. He said that those in the list were members in this area?

A. I don't recall that he said that especially, I don't recall that. [1735]

Q. Didn't he say that they had the book in this local, Local 1400?

A. I don't recall him saying that. I don't recall that especially.

Q. You don't recall that he said that there are many waiting who have their book in here?

A. He may have said that, I don't recall that. I mean I really can't say truthfully say yes he did, I don't know.

Q. He also said—let me put it this way, you testified that he said they'd be subject to a fine if they went out to work without the work order?

A. I believe he said that, yes.

Q. Didn't he also say that they'd be subject to a fine for getting their own jobs?

A. I'm not sure whether he said that or not, I don't know.

Q. Did you hear whether he said that the su-

(Testimony of William J. Savage.)

perintendent at the Pardee job also would be subject to a fine?

A. I believe he did mention something about that.

Q. Did he say what for?

A. Why, for sending these requests in when he is supposed to call the hall, something on that order, as I recall.

Q. Don't you frequently get requests from the contractor that are brought in by the men?

A. Contracts that have, that are clearing their [1736] own men and they started a job and they have men working probably on another job and want to transfer them over into our area. They send a man in with a request, yes.

Q. Now, do you know whether Mr. O'Hare said he couldn't send them out to the Pardee job or couldn't send them out to any job?

A. I don't recall him saying that, no. He wouldn't send them out, he wouldn't issue a work order for the Pardee job but as to any other job, I don't recall him ever saying that.

Q. I see. As a matter of fact, as far as the union was concerned, they couldn't go to any job unless they were called?      A. Yes.

Q. By the union?

A. By the union. When their name is on the list, they would be eligible for any other job, yes, sir.

Q. And they would only be called if the people

(Testimony of William J. Savage.)

ahead of them either had found jobs or in some other way dropped off the list?

A. Yes, when their name came up on the list, yes. [1737]

\* \* \* \* \*

Q. (By Trial Examiner): [1749]

\* \* \* \* \*

Q. Now, there has been testimony in this proceeding, [1752] Mr. Savage, that some of the contractors who may call upon you for men to be dispatched have been signed to a contract described as a short form contract which may have been a contract either identical with or similar to Respondents' 6? A. Yes.

Q. Do you have any personal knowledge of the fact that agreements like Respondents' 6 have been used to sign contractors up?

A. Yes, I believe they have, I'm sure they have.

Q. When a particular contractor calls in for men, do you have any way of knowing whether that particular contractor is a signatory party to any kind of contract with the Carpenters Union?

A. Well, I have a book, a looseleaf book that is issued, we get from the Los Angeles Building Trades Council and it has the looseleaf pages of the signed contractors in there and then, there's, they issue a supplement of it every so often to add to it.

Q. I see. Can you describe the book physically?

A. It's a black looseleaf book similar to the one you have there but I would say it's possibly

(Testimony of William J. Savage.)

about five inches wide and about six or seven, maybe eight inches deep. It's a ringbinder and that's about the story of it. And, then, as the looseleaf supplements come in we add to it. It's a looseleaf binder.

\* \* \* \* \*

Q. (By Trial Examiner): Had you ever received earlier calls [1754] for any job in the territory of Local 1400 from the Zoss Construction Company?      A. For men, you mean?

Q. Yes, before the date you dispatched Mr. Dockery.      A. Oh, yes.

Q. Did you have any way of knowing at the time you received such calls whether Zoss Construction Company was a signatory party to any kind of contract with the Carpenters Union?

A. Yes, I was under the impression they were under agreement with it.

Q. How did you acquire that impression or knowledge?

A. They are in the looseleaf book that I spoke of and they signed on there as Zoss Construction Company.

Q. Did you have any such information as to Pardee Construction Company?

A. Well, yes, they are definitely signed, yes.

Q. And you base that statement upon the fact that they appear in this little black book that you received from the Building and Construction Trades Council?

A. That is true. [1755]

\* \* \* \* \*

(Testimony of William J. Savage.)

Q. Have you had very many experiences of a type similar to that involved in the situation of Mr. Dowdall and Mr. Dockery of individuals coming into Local 1400 with their books deposited in locals outside Los Angeles County who have indicated a desire to work on a permit rather than clearing their books in?

A. Not too many. They are in the minority by a long way, not too many.

Q. Of the instances that you have had and may now recall, can you recall whether any of the individuals involved gave you any reasons as to why they might want to follow that practice instead of clearing in? [1761]

In some cases, the local unions in the past have indicated that some of these local unions have had insurance policy strictly, or death benefit, rather, established in that local union and, rather than clear out and lose that death benefit, they would much rather keep the book in and work on a permit to keep this death benefit in good standing.

\* \* \* \* \*

Q. Now, you have also testified and there has previously been testimony that persons who are members of other local unions in the Los Angeles District Council's territory may, if they are unemployed, sign up on the out-of-work list at your local as well as a number of others?

A. That is true.

Q. Now, what, if anything, happens when these individuals come in with membership in this local

(Testimony of William J. Savage.)

other than 1400 and they have no connection with a job that is just starting up in your territory, just looking for work in your territory. What is the procedure as far as their getting signed up and [1767] getting possible work order is concerned, describe how that works.

A. Well, they sign my work list and, as I have already testified, we go down the list. When their name comes up, regardless of what local union they are from, we don't care, just as long as they show us a paid up work card, they get work.

Q. When you say as long as they show a paid up work card, they get the work order, are you referring to a quarterly working card?

A. I'm referring to the quarterly working card, or if a man had been on application to join the union, he would have a temporary card, or a man if he was on a permit, if it was current, would get the work order, yes.

Mr. Heimann: Rather than have your question read back, may I ask if your question related to other locals in the county?

Trial Examiner: Yes.

The Witness: In the county, yes, that is true.

Trial Examiner: Now, in view of your reference to the quarterly working card, in that type of situation, I'd like to ask this, are these men, as a matter of regular practice, asked to show their quarterly working card at the time they sign up or at the time they answer a call for a job?

The Witness: No, just when they answer the

(Testimony of William J. Savage.)

call for a job, [1768] not when they sign up. [1769]

\* \* \* \* \*

Recross Examination \* \* \* \* \*

Q. (By Mr. Heimann): I will show you a document that has previously been received as G. C. 28. I ask you if you have seen documents like that before. A. Yes, I have.

Q. Would you tell us if that is the type of document that is issued by the Los Angeles County District Council of Carpenters?

A. Yes, it is.

Q. Have you seen such a document of which you knew it was issued by the Building and Construction Trades Council? A. No. [1771]

\* \* \* \* \*

Q. Now, when Mr. Dowdall and Mr. Dockery came to see you out at Local 1400 in December, did you tell them to see any particular person at the District Council?

A. I believe I told them that Mr. Earl Thomas was the secretary-treasurer of the Council. [1772]

\* \* \* \* \*

Q. Now, you testified regarding a black book that listed the contractors with whom the union had contracts in one form or another?

A. That's right, yes, that is true.

Q. And you said that Pardee was in that book, Pardee Construction Company? A. Yes.

Q. And they were in that book in December?

A. Oh, yes.

Q. And for sometime before then?

(Testimony of William J. Savage.)

A. I assume they were, yes.

Q. You don't remember to have received any calls from Pardee for workmen prior to December?

A. Not for quite a while prior to December. [1776] I wouldn't know anyone, I have no idea.

Q. Not for quite a while. Well, did you ever, or let's say, within the three years prior to December, 1953?

A. Oh, yes, I have had calls from Pardee.

Q. You have?

A. Yes, I have had calls in that time, sure.

\* \* \* \* \*

Mr. Nicoson: I now invite the stipulation with respect to Respondents' Exhibit 5 which is the dues book of Mr. Dowdall that in its present form does not reflect any dues payment beyond the month of March of 1954.

Mr. Heimann: First, I object to any evidence regarding this matter as immaterial, irrelevant.

Trial Examiner: Objection overruled.

Mr. Heimann: Without waiving my objection, I stipulate that, I accept the stipulation as to the fact stated by Mr. Nicoson, to-wit, that the dues book in its present form does not show any dues payment beyond March, 1954. As I say, I stipulate that that is a fact. I do not waive any objection as to the irrelevancy and other objections that I made.

I further wish to state that my stipulation as to that fact is not to be construed as a stipulation that Mr. Dowdall did not pay dues beyond that

date. The stipulation is merely that the dues book does not in its present form reflect any payment beyond that date. [1778]

\* \* \* \* \*

### JAMES ADAMS

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Nicoson): Give your name, please.

A. James Adams.

Q. Where do you reside, Mr. Adams, at the present time?

A. 13313 Ferpinawu Street, Norwalk.

Q. Are you presently employed? A. No.

Q. Were you during the month of January, 1954, employed as business agent of Local 1046 at Palm Springs? [1787]

A. That's right.

Q. Were you the business agent on January 7, 1954, of Local 1046? A. Yes.

Q. I show you a document which is in evidence as General Counsel's Exhibit 30 and ask you to examine and state if that is your handwriting on that card. A. That is my handwriting.

Q. That is a temporary working card that you issued to Mr. Dowdall on that date?

A. That is correct.

Q. Did you at that time have a conversation with Mr. Dowdall? When you issued that card, just answer that yes or no.

(Testimony of James Adams.)

A. No, no conversation other than the conversation that there was 50 men out of work.

Q. Well, now, you just answer me if you talked with him. Did you talk with him before you issued that card?

A. Yes, I did.

Q. While you were talking with him, there were you and Mr. Dowdall there. Now, who else was present?

A. Well, there was the financial secretary.

Q. That is Ted Morris?

A. Yes, at that particular time.

Q. Anyone else that you recall?

A. Yes, Roy Lee. [1788]

Q. Anyone else that you recall?

A. Well, I don't know, there was about 50 men.

Q. You are sure it was Roy Lee, or Leo Kruse?

\* \* \* \* \*

The Witness: No, not Leo Kruse.

Q. (By Mr. Nicoson): Tell us, Mr. Adams, what you said to Mr. Dowdall and what he said to you on the occasion that this card was filled out and issued to Mr. Dowdall.

A. Well, when he come in that morning, he asked to be put on that work list. I said I couldn't put him on the work list because he was not a member of that local at that particular time. He said he didn't want to go to work, he wanted on there so that he could fill his unemployment out and that is the only way he could draw his unemployment by being on that list. I said the only thing left for me to do, the only way I could put you on

(Testimony of James Adams.)

that list was to work you on a permit, or put you on a permit, which he agreed to do.

Q. State whether or not there was anything said about a dues book.

A. He had his dues book in his pocket and said he wasn't going to put his book in no local here as he was a member of the Alaska local. I think it was Anchorage, I'm not positive on that. [1789]

Q. Was that when you started talking about the permit? A. Yes.

Q. And did you issue this card which is now in front of you?

A. I issued that card, yes.

Q. Did you say anything else to him at that time?

A. Upon issuance of the card like this, of course, it involves the monthly dues which he paid.

Q. How much did he pay?

A. He paid \$5.00.

\* \* \* \* \*

Q. (By Mr. Nicoson): Now, do you recall anything else that was said at that time?

A. I told him then the only way I could put his name on that was issuing this card and he said that he didn't want to go to work, that he wanted to get on the unemployment list, so I immediately put his name on the out-of-work list. Apparently that is what he wanted.

Q. Anything further that was said?

A. That is all that was said.

Q. You issued that card, I take it?

(Testimony of James Adams.)

A. Yes.

Q. You put his name on the list?

A. I put his name on the list and gave him the number. [1790]

Q. You gave him a number?

A. Approximately, about 50, I can't recall his number at this particular time, approximately.

Q. You looked at the back of the card which the Examiner now turned over for you and noticed the number 61 on there, did you put that on there?

A. Yes, that is my writing. I don't know just how many were out of work, probably around 50 that morning.

Q. Does that number 61 have any significance to you now?

A. Well, the only reason is he was the last on the list, probably.

Q. So far as you now know, that was his number at the time you signed the list, is that right?

A. That's right. [1791]

\* \* \* \* \*

#### Cross Examination

Q. (By Mr. Heimann): Mr. Adams, when Mr. Dowdall was at the union hall on January 7, he said that he wanted to register, is that right?

A. Wanted to register for the unemployment, on the unemployment list.

Q. All right. And you told him that at first he couldn't register because he was not a member of the local?

A. What is that again?

(Testimony of James Adams.)

Q. You told him at first that he could not register because [1793] he was not a member of the local? A. That's correct.

Q. At that time you were the business agent of Local 1046? A. Yes.

Q. You handled that out-of-work list, is that right?

A. Yes, sir, in conjunction with the unemployment office. I had to keep the amount of men out of work and give them a number of our own members.

Q. And in referring men to work you went by that out-of-work list? A. By the list, yes.

Q. You took the ones who were on top first?

A. In rotation.

Q. And went down that list? A. Yes.

Q. And you didn't refer anybody to work who was not on that out-of-work list?

A. No. Unless that they went and got a job by themselves, if they got a job by themselves, there was nothing I could do about it, of course.

Q. But you didn't refer him unless he was on the out-of-work list? A. No, no.

Q. And in order to get on the list, he either had to be a member of the local or he had to have a temporary working card? [1794]

A. Well, not exactly a member of the local but a member of the District Council which comprises Riverside and San Bernardino Counties. You could be a member of any one of the 11 locals.

(Testimony of James Adams.)

Trial Examiner: You say 11 locals in the counties?

The Witness: In the two counties, that is correct.

Mr. Heimann: Thank you.

Q. (By Mr. Heimann): So he had to be a member of any one of the locals within the District or he had to get a temporary working card?

A. Yes.

Q. And in order to get a temporary working card, he had to pay the dues that the locals in that district charge?      A. Pay a month's dues.

Q. Now, you say that Mr. Dowdall said that he just wanted to be on the list because of the unemployment compensation?

A. Wanted on my list to draw unemployment.

Q. That is what he said?      A. Yes.

Q. Did he say anything about his Alaska case?

A. About what?

Q. About his Alaska case?

A. No other than he said his membership was up there, that he had a book in his pocket that his membership, still retained his membership in Alaska.

Q. That is all he said about the Alaska case?

A. Yes, that he was not going to put his book in Palm Springs Local 1046.

\* \* \* \* \*

Q. Did you always put the names of applicants on the out-of-work list, or did they usually write their own name on it?

A. Well, since the two years ago, since the De-

(Testimony of James Adams.)

partment of Unemployment started that ruling with [1796] the locals in that particular section, I had to do that in order to cooperate with that office there in Indio. That is where the Unemployment Office was established, in Indio, for that area. The men would come there and if I had no work, go there and apply for unemployment.

Q. I understand, but what I'm referring to is, you said you put Mr. Dowdall's name on the list.

A. That's right, I do that with all the names.

Q. You always write the names?

A. The name and number.

Q. The applicant doesn't write his own name on it? A. No.

Q. After January 7, did Mr. Dowdall ever come back to the union office while you were the business agent?

A. He didn't come back there until, I think it was, around about the month of May and I was down in Los Angeles that particular day and a fellow taking my place. He came in for a permit from this other man that was on acting as business agent.

Q. Who was that? A. Roy Lee.

Q. That was May?

A. I presume it was around the month of May. I can't tell the date.

Q. At that time you were still the business agent?

A. Yes, I was the business agent but I was in

(Testimony of James Adams.)

[1797] Los Angeles that particular day and he was going to bat for me.

Q. Between January and May you never saw Mr. Dowdall back at the union office?

A. No. I have seen him working out on the jobs, though.

Q. You didn't actually see him there at that date in May when Mr. Lee was there because you were in Los Angeles?

A. I was in Los Angeles. No, I didn't see him.

Q. So what you just told us is just what you heard that he was in there in May?

A. No, we have in the record, in the book he got a permit.

Q. I see, so you know it from that record?

A. Yes.

Q. That he was there, but you never saw him at the union office again?

A. No, I didn't see him.

Q. What does that record say?

A. The date that they gave him the card, regular card like this, I presume, and the date that was on the card was transferred on to the books of the financial secretary.

Trial Examiner: Let the record show that when the witness testified that Mr. Dowdall was given a card like this, he indicated the the card previously examined by him in connection with his direct examination in evidence as G. C. 30.

The Witness: In other words, from the time that this card was issued, the card is good for one

(Testimony of James Adams.)

month. You see the date on [1798] this card and I know for a fact that he had been working right along and never come in for no permits until the month of May.

Q. (By Mr. Heimann): I see, yes.

A. But he had been working right along, I say, on job, not job, jobs, working over in Desert Hot Springs, also, working in Palm Springs.

Q. He had jobs practically all the time, didn't he? A. Yes, yes.

Q. You never heard that he turned down a job, did you?

A. Not to my knowledge. He never come down near the office, just got a job and went to work without even reporting or anything.

Q. Now, you said that you never referred a man to work unless he was on the list and you added with the exception, of course, if he got his own job.

A. That's right. Sometimes, of course, sometimes the contractors, the different contractors would call up for a certain man and, regardless of the number on the list, I had to meet that request, of course.

Q. That was quite frequent that a man got his own job? A. Many, very frequent, yes.

Q. And I believe there were about 50 or 60 people out of work.

A. There was at that particular time, yes.

Q. About the first of the year. And they went out in the country quite often and looked for jobs, didn't they? [1799]

A. Yes, but they did it in a different way than

(Testimony of James Adams.)

what he would do if they happened to run on to a job.

Q. Just a minute. They went out into the country and looked for jobs, didn't they?

A. They went to the different parts of the territory which would be Desert Hot Springs, Palm Desert, Palm Springs. If they would find a job, they come back and report to the office and I would issue a work order, which was only fair to the men that was out of work.

Q. Did Mr. Dowdall ever tell you that he did not want to go to work?      A. What's that?

Q. Did Mr. Dowdall ever tell you that he did not want to go to work?

A. Only this one morning.

Q. What did he say there?

A. He said all he wanted was to get his name on that list, that is all, for unemployment.

Q. Did he ever say that he did not want to go to work?

A. Not to my recollection, no. [1800]

\* \* \* \* \*

Q. (By Trial Examiner): Mr. Adams, with respect to this out-of-work list that you say you maintain, can you describe the list as it stood at the time that you were business agent and at the time that you maintained it, what sort of paper was it on, how did it look, what information did it contain about each man and so on?

A. Just like a ledger sheet, you know, just like that. The sheet is revised from week to week. You

(Testimony of James Adams.)

know, so many go out and names be dropped as they go out, the names would be crossed off. When they come in on Monday morning, these fellows, probably if there's 50, depending on how many went to work that particular week and they drop that many, if there were six that went out. We had to do that because they kept a number over at the Unemployment Office and I had to give them a number and I gave them the number as they came in. That's the only way we could work it in order for them to clear themselves through the unemployment. [1801]

Q. You say this was a ledger sheet?

A. Just looseleaf, you know.

Q. Lined or unlined? A. Lined.

Q. And you made all the entries on it yourself as each man reported in unemployed?

A. Yes, as they would come in, yes. [1802]

\* \* \* \* \*

Q. Now, I asked you before about what the situation was as far as giving some indication on the list of those men who reported themselves out of work from one of the other locals from within the District Council's area. Let me ask you this, in the last six months of 1953 and up until the time that your tenure as business agent ended, do you [1805] recall whether within that year you had any occasion to list on the out-of-work list a person who was not a member of one of the locals within the territory of San Bernardino and Riverside District Council? A. Not within 1953, no.

(Testimony of James Adams.)

Q. Did you have any occasion other than insofar as Mr. Dowdall was concerned of listing any person as out of work who had a book in some local outside the jurisdiction of your District Council?

A. No, I couldn't. That is against the rules of the local union and the District Council to list them. The only way they could work was work on a permit.

Q. Specifically, I'm asking did anybody come in and ask for listing on the basis of permit other than Mr. Dowdall?

A. Yes, sir, if outside of the counties.

Q. Well, I'm asking you now whether you now recall any actual occasions on which that occurred.

A. In '53?

Q. In the last six months of '53 and in '54?

A. Outside of Dowdall, that was the only case. That was in '54, not in '53.

Q. Yes, but, if I understand you correctly, even though Dowdall was the only case, your understanding of instructions and appropriate procedure was that if a person came in from outside the District Council's jurisdiction and did not deposit his book, he could only get on the list after getting a [1806] temporary working card?

A. Or permit, not a card, permit, yes.

Q. I'm going by the language of General Counsel's 30. General Counsel's 30 is headed "Temporary Working Card"?      A. That's right.

Q. That is what we are talking about?

A. Yes. [1807]

\* \* \* \* \*

(Testimony of James Adams.)

Q. Mr. Adams, at the time that you were business agent—first of all, let me ask this, what was your term of office as business agent, from year to year? A. From June to June.

Q. Well, for convenience, then, I will ask you about the situation during your last year of service as business agent which, in fact, ran through the last six months of 1953 and the first six months of '54? A. Yes.

Q. There's been received in evidence in this proceeding certain documents which have been identified as General Counsel's 3 and General Counsel's Exhibit No. 19. During the [1808] period of time that you served as business agent of Local 1046, did you ever see those documents, or ones identical with them in printing and in format?  
\* \* \* \* \*

The Witness: Yes, I have.

Q. (By Trial Examiner): Would you describe the circumstances under which you saw them, did you have in your possession such books?

A. At least, I recall getting one from the District Council.  
\* \* \* \* \*

Q. (By Trial Examiner): Let me put it this way, which of the two exhibits here appears to be a printed book identical in form and content with the one you received from the District Council?

A. I think this is the one here.

Trial Examiner: Let the record show the wit-

(Testimony of James Adams.)

ness indicates by pointing to General Counsel's Exhibit 3.

Mr. Garrett: The record ought to show he hasn't looked inside the book, too.

Trial Examiner: If that is material, the record will show he flipped the pages. He did not examine every page, that is true.

Q. (By Trial Examiner): In your capacity as business agent of Local 1046, Mr. Adams, was it your responsibility to maintain records or to be aware of contractors operating within the jurisdiction of Local 1046 who had some sort of contractual commitment with your organization insofar as [1810] wages, hours and working conditions were concerned?      A. Yes.

Q. There's been testimony in this proceeding that some contractors operating within the area jurisdiction of Local Unions maintained a contractual relationship with the Carpenters organization either through the local or the District Council or whatever the situation may be on the basis of what has been called a short form agreement — off the record.

(Discussion off the record.)

Trial Examiner: On the record.

While we were off the record and seeking for a copy of Respondents' Exhibit 6, I was advised by Mr. Nicoson on behalf of the Respondent Unions that he would be in a position to enter into a stipulation with respect to the answers that Mr. Adams might give when questioned with respect to the

(Testimony of James Adams.)

use, if any, of a contract similar to Respondents' Exhibit 6 in the territory of Local 1046.

Mr. Nicoson: Yes, and that the witness' answer would be substantially the same as those put by Mr. Jensen to the similar questions which the Trial Examiner put to Mr. Jensen on the same subject.

Trial Examiner: So stipulated?

Mr. Heimann: I think so. Let me just look over Mr. Jensen's testimony. [1811]

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

As a result of the discussion off the record, Mr. Nicoson has indicated on behalf of respondent unions that he is willing to stipulate with respect to the entire line of examination that I developed in my questioning of Mr. Jensen with respect to the use not only of contract similar to Respondents' 6 but, also, with respect to the use of documents similar to General Counsel's 3.

Would you state that stipulation for the record?

Mr. Nicoson: Yes, I am willing to stipulate that if the same or similar questions were asked by the Trial Examiner or anyone else of Mr. Adams as were presented to Mr. Jensen in regard to these two subjects which the Trial Examiner just asked, Mr. Adams would give the same or, substantially the same, answers with respect to the application and procedures followed under those two documents.

Mr. Heimann: I will so stipulate. [1812]

\* \* \* \* \*

(Testimony of James Adams.)

Recross Examination

Q. (By Mr. Heimann): Mr. Adams, on January 7 when Mr. Dowdall, when you put Mr. Dowdall's name on the list on the [1827] out-of-work list——

A. Yes.

Q. ——did you say to him that that did not entitle him to go to work?

A. No, that is merely for record for out of work.

Q. I know, you so testified. My question is, didn't you tell them that the fact that his name was on the list did not entitle him to go to work?

A. No, I didn't tell him that because I couldn't put him to work anyway because 50 men were out of work, I had no jobs.

Q. Yes. Didn't you say to him that that was for unemployment only, for the unemployment compensation only but that that didn't give him the right to go to work?

A. I merely stated there that by placing the name on that list he would go out in rotation with the rest of the men and, also, for the unemployment office, his name and number.

Q. And did you tell him that until his name came up he could not——

A. He said he didn't want to work.

Q. He said he didn't want to work?

A. He said he merely wanted his name on there on draw unemployment insurance.

Q. Did he say he didn't want to work or didn't ask you to send him to work?

A. That's right. [1828]

(Testimony of James Adams.)

Trial Examiner: Which?

The Witness: He said he didn't want to go to work, said he wanted his name on the list for unemployment insurance.

Q. (By Mr. Heimann): Is that what he said or he didn't ask you to send him to work?

A. Mean's the same thing, don't it?

Q. Maybe it does to you. That is about what he said? A. Yes. [1829]

\* \* \* \* \*

### CLARENCE A. DOWDALL

a witness recalled by and on behalf of the General Counsel, having been previously duly sworn, was examined and testified further as follows:

#### Direct Examination

\* \* \* \* \* [1872]

Q. (By Mr. Heimann): Have you declined a job since January, 1954, that was offered you?

A. No, sir.

Q. About how many jobs have you held since January, '54?

A. I probably worked for about six different, since the 1st of January, I worked probably for about six different people.

Q. And on these six jobs—are you working at the present time? [1887] A. Yes, sir.

Q. So the five jobs preceding the present job, were you laid off or did you quit?

A. I was laid off.

(Testimony of Clarence A. Dowdall.)

Q. After you were laid off, did you promptly look for other work?

A. I have, yes, sir. [1888]

\* \* \* \* \*

(The document heretofore marked General Counsel's Exhibit No. 17 for identification was received in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 17

MEMBERSHIP ROSTER

Southern California Chapter

Founded 1896

Affiliated with A.G.C.—1920

The Associated General Contractors of America

707 Architects Building

816 West Fifth Street

Los Angeles 17, Calif.

MAdison 1381

(AGC Cut)

Skill - Integrity      Responsibility

July, 1953

\* \* \* \* \*

Active Members

\* \* \* \* \*

Macco Corporation, 14409 Paramount Blvd., Paramount, NEvada 6-1261.

\* \* \* \* \*

Morrison-Knudsen Company, Inc., 810 Title Guarantee Bldg., 411 West 5th Street, 13, MUtual 1123.

\* \* \* \* \*

Twaits Co., Ford J., 449 South Beaudry St., 17,  
MUtual 5163. \* \* \* \* \* [1896]

---

Trial Examiner: Should our notes and mutual recollection disagree in any respect in error, I will now state for the record that it is my intention to receive in evidence and they are hereby received in evidence, General Counsel's 1-A through NN, inclusive, General Counsel's 3, General Counsel's 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21 through 25-A, B, C and D, inclusive, 27 through 36 inclusive, and General Counsel's 41 and 42.

With respect to Respondents' exhibits, my notes show that the respondent unions identified for the record and offered 12 exhibits, and with respect to these 12 exhibits, my notes show that Respondents' 1 through 4, inclusive, were offered and received in duplicate.

With respect to Respondents' Exhibit 5, Mr. Dowdall's old dues book, my notes show that the exhibit, after its identification, was subsequently withdrawn.

With respect to Respondents' 6 and 7, my notes show that the exhibits were offered and received in duplicate.

With respect to Respondents' 8, the envelope of a registered letter dispatched by respondent unions to Mr. Dowdall, I don't show that the exhibit after its identification was withdrawn. Does the respondent unions have any present intention with respect to another disposition of that exhibit?

Mr. Nicoson: No, we are content to leave it as withdrawn. [1902]

Trial Examiner: Very well.

(Thereupon the document heretofore marked Respondents' Exhibit No. 8 for identification was withdrawn.)

Trial Examiner: My notes show that Respondents' 9 through 12-A and B, inclusive, were offered and received in evidence in duplicate.

Does that statement of the record as my notes show it in respect to the state of respondents' exhibits jibe with the recollection and notes of counsel?

Mr. Nicoson: Correct here. \* \* \* \* \* [1903]

### CERTIFICATE

This is to certify that the attached proceedings before the National Labor Relations Board for the 21st Region in the matter of: Local No. 1400, United Brotherhood of Carpenters and Joiners of America, AFL, etc., and Clarence A. Dowdall, An Individual, Case No. 21-CB-548, etc., Los Angeles, California, August 16, 1954-November 4, 1954, were had as therein appears, and that this is the original transcript thereof for the files of the Board.

ACME REPORTING COMPANY,  
Official Reporters

/s/ By ADELE HENNINGSEN,  
Field Reporter